



Solicitation Cover Page

1. Solicitation #: 0900000273

2. Solicitation Issue Date: 7/14/17

3. Brief Description of Requirement:

The OMES/CP, on behalf of EGID, is soliciting an RFP for TRICARE supplement benefits.

All questions regarding this solicitation must be submitted in writing and are to be submitted no later than Thursday, July 20, 2017 at 3:00P.M. CST. Questions are to be emailed to:

Dana.Brittenham@omes.ok.gov. Questions received after this date will not be answered. An Amendment will be posted regarding the questions which must be signed, dated and returned with your response.

Solicitation Notice: Please note that on a Request for Proposal (RFP), no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date¹: 08/03/17

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address: 5005 N. Lincoln Ste 300

Oklahoma City, OK 73105

Common Carrier Delivery Address: 5005 N. Lincoln Ste 300

Oklahoma City, OK 73105

Electronic Submission Address: N/A

6. Solicitation Type (type "X" at one below):

- ☐ Invitation to Bid
☒ Request for Proposal
☐ Request for Quote

7. Contracting Officer:

Name: Richard Williams

Phone: 405-522-1040

Email: Richard.Williams@omes.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** 0900000273

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: _____

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – Include a certificate of insurance with the bid

☐ NO - Attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Authorized Signature

Date

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: OMES Employees Group Insurance Division Agency Number: 090

Solicitation or Purchase Order #: 0900000273

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central

Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they

consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review

to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13 Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for

multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S.

§1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Period

Contract Period is January 1, 2018 through December 31, 2018. The awarded contract agreement binds the Supplier as of the date of award to provide services, as awarded, for Plan Year 2018 (January 1, 2018 through December 31, 2018).

B.2. Definitions

- B.2.1.** "Business Associate" shall have the meaning given to Business Associate under the Privacy Rule, including, but not limited to, 45 CFR § 160.103.
- B.2.2.** "Business Associate Agreement" is the contract between an entity covered under HIPAA and its Business Associate as required under the Privacy Rule, including (but not limited to) 45 CFR § 164.502(e)(2).
- B.2.3.** "Contract" shall mean the definition of contract as defined in Section A9.
- B.2.4.** "EGID" means Employees Group Insurance Division of the Office of Management and Enterprise Services. It shall also have the meaning given to the term 'Covered Entity' under the Privacy Rule, including, but not limited to, 45 CFR § 160.103 for purposes of this Business Associate Agreement only and to the extent required by law.
- B.2.5.** "HIPAA" refers to the Health Insurance Portability and Accountability Act of 1996 and includes any regulations promulgated pursuant thereto.
- B.2.6.** "OEIBA" means the Oklahoma Employees Insurance and Benefits Act, 74 O. S. (2011) §1301, et seq.
- B.2.7.** "OEIBA Program" means those benefits available to eligible participants through the OEIBA.
- B.2.8.** "OEIBB" means the Oklahoma Employees Insurance and Benefits Board, established by the OEIBA.
- B.2.9.** "OMES" means the Office of Management and Enterprise Services.
- B.2.10.** "OMES/CP" means the Office of Management and Enterprise Services, Central Purchasing.
- B.2.11.** "PGP" means Pretty Good Privacy.
- B.2.12.** "TRICARE" means a federal government health care program dedicated to provide the medical care needs of the members of the U.S. Department of Defense. The health support is extended to family members and dependents of personnel actively serving in any branch of the military.
- B.2.13.** "TRICARE Supplement Plan" means a voluntary benefit program created for employers of military retirees and their eligible dependents to cover the out-of-pocket expenses such as co-pays, cost-shares, and other expenses required by TRICARE.

B.3. Contract Defined

- B.3.1.** This solicitation together with the Supplier's response, exhibits, written questions and clarifications, amendments or revisions signed by both parties and presented to OMES/CP and the purchase, and any Addendum to the contract constitute the entire and final agreement between EGID and the Supplier relating to the rights granted and the obligations assumed by the parties and is the Contract, when OMES/CP awards the Contract to the successful Supplier(s). This clause supplements section A.9. Any Addendum to the contract or revisions signed by both parties and presented to OMES/CP shall take precedence over other contract documents.
- B.3.2.** Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this solicitation and the Supplier's response thereto, not expressly set forth, are of no force or effect.

B.4. Acceptance of Offer

- B.4.1.** The submission of a solicitation shall constitute a binding offer to perform those services described within the RFP.
- B.4.2.** By submitting a solicitation response, the Supplier(s) agrees that it waives its rights to claims for damages against the Office of Management Enterprise Services Group Insurance Department (EGID) because of any misunderstanding or misrepresentation of the specifications in the RFP or because of any misinformation or lack of information in the RFP.
- B.4.3.** The Supplier(s) must affirm their understanding of all contractual provisions and agree to those provisions for the duration of the contract.

B.5. Termination

- B.5.1.** EGID may terminate the contract in whole or in part, whenever it determines that a Supplier or its subcontractors has failed to maintain the quality of its services provided for by this Contract to the satisfaction of EGID.
- B.5.2.** EGID may terminate this Contract for cause upon giving the Supplier sixty (60) days' notice prior to the date of termination. EGID shall provide the Supplier with a thirty (30) day written notification of termination.

- B.5.3.** The State may terminate the Contract immediately, without a 30-day written notice to the Supplier, when a violation(s) is found to be an impediment to the State.
- B.5.4.** Following the effective date of termination, this Contract shall be of no further force and effect, except that each party shall remain liable for any obligations or liabilities arising from activities carried on by it hereunder prior to the effective date of termination of this Contract.
- B.5.5.** The contract shall not be cancelled by any Supplier for any reason during the contract period. This supersedes Section A.24.1.
- B.5.6.** These terminations clauses are in addition to Sections A.24 and A.25.

B.6. Costs Incurred

OMES/CP and EGID specifically assumes no responsibility for expenses incurred by the Supplier in the submission or review of any proposal in response to this RFP, in making an oral presentation, in providing a demonstration, or in performing any other related activities. All such costs shall be the Supplier's responsibility, whether or not a contract is awarded.

B.7. Appropriated Funds

The parties understand and agree that none of the sums to be paid under this Contract are appropriated funds. Should there be a revenue shortfall, EGID shall not seek appropriations and shall not use appropriated funds to pay for this obligation. The most recent financial statement of EGID is posted on EGID's website: www.ok.gov/sib/ (go to "About EGID", then 2015 Annual Report Statement).

B.8. Records

The Supplier shall maintain records, according to Federal laws relating to the services it is performing under this contract. OMES/CP and EGID shall have the right at any time to review and copy such records upon request. OMES/CP and EGID understands the Supplier will not release confidential protected member information. The Supplier agrees to provide OMES/CP and EGID, upon request, de-identified summary health information, information related to the member's enrollment or disenrollment, or records regarding compliance and policy matters. This is in addition to Section A.20.

B.9. Electronic and Information Technology Accessibility (EITA) Standards

- B.9.1.** Supplier shall comply with federal and State laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf. and shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT.
- B.9.2.** If Products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum. Accordingly, in each statement of work or similar document issued pursuant to the Addendum, Supplier shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.
- B.9.3.** The Supplier shall indemnify and hold harmless the State of Oklahoma and any Oklahoma governmental entity purchasing the product, system or application developed and/or customized by the Supplier from any claim arising out of the Supplier's failure to comply with the aforementioned requirements.

B.10. Confidentiality and HIPAA Compliance

- B.10.1.** Supplier agrees to comply with HIPAA regulations and assumes the responsibilities of a "Covered Entity" as defined by HIPAA with regard to the State of Oklahoma and all the employees and dependents who enroll and participate in Supplier's insurance plan(s).
- B.10.2.** Supplier is solely responsible for the consequences of any act or omission on its part not in compliance with HIPAA.
- B.10.3.** Supplier shall dedicate an experienced networking specialist to serve as a liaison to EGID for network related issues.
- B.10.4.** Electronic Protected Health Information (EPHI) which could include eligibility files, reports, pre-edits and other transactional data shall be encrypted when transmitted in any manner outside of the EGID protected (trusted) network.
- B.10.5.** EGID utilizes Pretty Good Privacy (PGP) as its standard data file encryption methodology with both public and private keys. Data file transmissions will be performed utilizing the SFTP (FTP over SSH) protocol. Transmissions can occur over ports that are either standard or non-standard.
- B.10.6.** Data files prepared for transmission to and from EGID must remain encrypted at rest. This includes files stored on FTP servers and portable media (ex: flash drives, CD, and DVD media).

- B.10.7.** All email shall be encrypted using the TLS protocol between email servers unless an encrypted VPN tunnel has been established.

B.11. Ownership of Data

- B.11.1.** Although EGID is subject to the Oklahoma Open Records Act, 51 O.S. (2011) § 24A.1, EGID maintains documents and information that are considered confidential by law, 74 O.S. (2011) §§ 1322 and 3113.1. In connection with this Contract, the Supplier will have access to information that is considered confidential.
- B.11.2.** The Supplier warrants and represents that such confidential information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by the Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assignees, subcontractors, independent contractors, successors, or any other persons or entities without EGID's express written permission. The Supplier shall instruct its agents, representatives, subcontractors and/or independent contractors that they shall not use or disclose such confidential information to any other person or entity without the express written permission of EGID, except as absolutely necessary for Supplier to render services under this Contract or as required by law. The Supplier warrants and represents that it has a tested and proven system in effect to protect all confidential information as defined herein.
- B.11.3.** The Supplier agrees that EGID possesses exclusive property rights to the records and data designated herein as confidential information on behalf of EGID members. EGID "Confidential Information" includes the records and resulting data generated from the confidential information of all EGID members, retirees, and beneficiaries in any plan administered by EGID and all other related information that is subject to protection from disclosure pursuant to Oklahoma or federal law, including, without limitation all privacy protections as provided in and in the "Privacy Rule" adopted pursuant to HIPAA.
- B.11.4.** The Supplier shall immediately report to EGID any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any confidential information of which it or its subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to EGID full details of the unauthorized use, appropriate, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist EGID in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with EGID in connection with any litigation and investigation deemed necessary by EGID to protect any confidential information and shall bear all costs associated with the investigation, response and recovery in connection with any breach of confidential information including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services. The Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of confidential information.
- B.11.5.** The Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any confidential information to others may cause immediate and irreparable harm to EGID and/or HealthChoice members and may violate state or federal laws and regulations. If the Supplier or its affiliates, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, EGID will immediately be entitled to injunctive relief and/or any other rights or remedies available to EGID under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- B.11.6.** During the term of this Contract, the Supplier agrees that EGID is granted access to all EGID Confidential Information in the possession of the Supplier and upon EGID request, the Supplier shall deliver to EGID a copy of any specified EGID confidential information and data that the Supplier prepared, developed and/or stored by the Supplier as part of this contract.
- B.11.7.** Prior to the expiration, or upon the earlier termination of this Contract, the Supplier shall provide EGID all confidential information and data as defined herein within the Supplier's possession in the form of hard copy and/or electronic storage media. This paragraph does not apply to the Supplier's proprietary formats or systems that contain the confidential information or proprietary documents pertaining to the operation of the Supplier's business. The Supplier may retain copies of those records or documents that it considers necessary for proof of performance.
- B.11.8.** This entire Section shall survive any termination, renewal, extension or amendment of this Contract.

B.12. License

To be eligible to submit a proposal under this RFP, an organization must meet all legal requirements for doing business in the State of Oklahoma. The Supplier must provide a copy of its administrator's license issued by the Insurance Commissioner for the State of Oklahoma.

B.13. Fiduciary

The Supplier shall become a fiduciary to EGID as defined at 74 O. S. (2011) §1305.2.

B.14. Hold Harmless

The Supplier shall be responsible for the work, direction, and compensation of Supplier employees, agents and subcontractors. Neither the Supplier nor the State of Oklahoma shall be liable, directly or indirectly, for the work and direction of the Supplier employees, agents or subcontractors. The Supplier agrees to indemnify and hold harmless EGID, its employees and agents, and the State of Oklahoma from damages, loss, or liability to persons or property arising from claims of any kind, including, but not limited to compensation by the Supplier employees, agents, and subcontractors of the Supplier against the Supplier; negligent or willful acts of the Supplier its employees or agents in performance of this contract; acts, omissions or liabilities of the Supplier acting in any capacity that relate to the contract; and damages, costs, fines or penalties arising from HIPAA violations committed by the Supplier employees, agents or subcontractors. The State of Oklahoma does not waive, compromise, concede, surrender, or relinquish any rights, privileges, immunities, or remedies that the State of Oklahoma and its employees possess under State or Federal law.

B.15. Contract Obligations and Enforcement

The Supplier understands that by bidding on the RFP, it assumes a legal obligation to perform in good faith according to the terms specified in this RFP during the entire contract period. Suppliers who fail to so perform are hereby notified that EGID reserves the right to undertake all measures, including legal proceedings, to protect the interests of the parties to and the beneficiaries under this agreement.

B.16. EGID Designation of Personnel

EGID may designate EGID personnel to administer any of the terms or conditions of this contract and any and all duties or acts required of EGID.

B.17. Severability

The terms and provisions of this Contract shall be deemed to be severable one from the other, and any determination at law or in a court of equity that one term or provision is unenforceable, shall have no effect on the remaining terms and provisions of this Contract, or any one of them, in accordance with the intent and purposes of the parties.

B.18. Notices Required by Contract

B.18.1. Any notice required by the terms of this Contract, shall be provided in writing and (1) mailed by the United States Postal Service (USPS), postage prepaid, certified mail, return receipt requested; or, (2) delivered by an overnight delivery company with written delivery confirmation, or, (3) hand delivered with written delivery confirmation. Notices shall be addressed to EGID Director of Benefit Contracting, 3545 N.W. 58th Street, Suite 600, Oklahoma City, OK 73112, or the Supplier at the address listed on the purchase order.

B.18.2. Such notices shall become effective on the date of delivery or the date specified within the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

B.19. Evidence of Compliance with Oklahoma Insurance Department Requirements

The Supplier shall furnish evidence that it complies with all requirements imposed by the Oklahoma Insurance Department necessary for it to provide the services herein.

B.20. Force Majeure

Neither party shall be liable for any delay or failure of performance under this contract due to an act of God, or due to war mobilization, insurrection, rebellion, riot, sabotage, explosion, fire, flood or storm.

B.21. Assignments

This contract shall not be assigned in whole or in part without prior written approval by OMES/CP and EGID.

B.22. Federal Exclusion List

The Supplier affirms and agrees that it complies with the federal statutes and regulations concerning persons who are listed on the Excluded Parties List System maintained by the General Services Administration, or excluded from receiving payment from federal government programs by the Department of Health and Human Services, Office of Inspector General.

B.23. Subcontractors

In the event a proposal is jointly submitted by more than one Supplier, one of the organizations must be designated as the Plan Prime Contractor. All other entities should be designated as subcontractors. Any planned or proposed use of subcontractors must be clearly documented in the proposal. The prime contractor shall be completely responsible for all contract services to be performed. Prime contractors must demonstrate that all aspects of system integration have been carefully and completely considered.

B.24. Notice for Changes that Impact Shared Business Processes

The Supplier must verify and commit that during the length of the contract, it shall provide no less than thirty (30) day notice to EGID prior to performing changes, fixes, modifications and enhancements that may impact the exchange of eligibility or any other shared business processes. The Supplier must also include a test plan and provide resources to EGID to verify changes are valid and will not disrupt business processes. Changes will not be implemented until both parties mutually agree the changes are ready to be put into production.

B.25. Benefits and Reporting Required by Law

In addition to the benefits specified within this RFP, Suppliers must provide any benefits and reporting otherwise required by state or federal law.

B.26. No Commissions

- B.26.1.** The Supplier shall agree that absolutely no commissions or finder's fees shall be paid to anyone or any organization resulting from the State of Oklahoma's contract, either arising from an agreement to pay a commission or finder's fee prior to or during the term of this Contract; and,
- B.26.2.** To provide a statement as part of its response to this RFP that absolutely no commissions or finder's fees are to be paid to any subcontractor, broker, agent or other individual, organization or entity in connection with an award of the contract to offer Supplier services.

B.27. Conflict

The Supplier shall disclose any apparent or potential conflict of interest with any state employee and shall not cause a state employee to violate 74 O.S. 2011 §85.3. The Supplier shall not engage in conduct that violates or induces others to violate provisions of any state or federal law regarding the conduct of public employees. See: The Anti-Kickback Act of 1974 at 74 O. S. 2001 §3401 et seq. and the Conflict of Interest provision in the Oklahoma Central Purchasing Act at 74 O. S. 2011 §85.3.

B.28. Lawsuits and Litigation

- B.28.1.** The Supplier must disclose, unless prohibited by securities law, any prior lawsuits and litigation involving alleged or actual violations of administrative rules and hearings, or any lawsuits, litigation, or administrative proceedings, threatened or pending, involving the Supplier and any person or entity, the State of Oklahoma or any political subdivisions, and/or any state officer and/or any state employee acting in the capacity of a state employee arising from services rendered that are the same or similar to the work defined in the Solicitation Specifications in this RFP, and any settlements, compromises (if confidential, a statement of that fact) or Judgments of Record resulting from the foregoing described litigation or administrative proceedings for the past five (5) years or affirm there are none.
- B.28.2.** The Supplier shall list and disclose Contract cancellations or negligent causes of action that arose from work performed that is the same or similar to work identified in the Solicitation Specifications in this RFP that was initiated by persons or entities against the Supplier that resulted in a settlement with or judgment against the Supplier in any jurisdiction in the United States in an amount of One Hundred Thousand Dollars (\$100,000.00) or more within the previous five (5) years, or affirm there are none.
- B.28.3.** The Supplier shall disclose any data security breaches and specifically HIPAA security breaches that required notification to affected persons or a regulatory authority.

B.29. Supremacy of State Statutes

This Contract is subject to all applicable Oklahoma State Statutes, EGID Rules and Administrative Directives. The Supplier shall comply with the American Disabilities Act. Any provision of this Contract that is not in conformity with existing or future legislation shall be considered amended to comply with such legislation. Any interpretation or disputes with respect to Contract provisions shall be resolved in accordance with the laws of the State of Oklahoma. Jurisdiction for and any litigation between EGID and the Supplier shall occur in either a State or Federal court in Oklahoma County, Oklahoma. However, federal laws, regulations and rules applicable to the OEIBA Program preempt all State laws and regulations, except for State licensing laws and State laws relating to plan solvency.

B.30. Minor Deficiencies

The State purchasing Director has the right to waive minor deficiencies or informalities in a proposal provided that the best interest of the State would be served without prejudice to the rights of the other Suppliers.

B.31. Public Bid Opening

Upon request for a public bid opening, only the name(s) of the qualified Supplier(s) shall be revealed; neither price nor proposal content shall be revealed and made public until notice of intent to award is announced by OMES/CP and EGID.

B.32. Notification of Award

Notification shall be made to the successful Suppliers by issuance of a purchase order. Public information releases pertaining to this project shall not be made without prior written approval by EGID.

B.33. Information from One Supplier Concerning Another Is Prohibited

Suppliers are advised that EGID is not interested in, nor shall it consider, allegations of lack of qualification or of impropriety made or initiated by any Supplier concerning another Supplier at any point during the solicitation process. Inclusion of such information in the RFP response or communication of such information to any state officials, state staff or its Suppliers after RFP submission may be grounds for disqualification. This clause in no way limits the right to file a protest or appeal under the laws or rules governing the State of Oklahoma.

B.34. Cancellation of Procurement

EGID reserves the right to cancel this procurement activity at any time and for any reason as determined to be in the best interest of the State.

B.35. Withdrawal

Before the opening date and time of this solicitation, a submitted response may be withdrawn by a written request signed by the proposer to the Contracting Officer listed on the front page of the solicitation packet.

B.36. Revisions to the RFP

EGID may at any time hereafter modify this RFP for purposes of enumerating, defining, and clarifying services, duties and functions, but not to add new services, duties or functions.

B.37. Conflict of Interest

The Supplier shall disclose any apparent or potential conflict of interest with any state employee and shall not cause a state employee to violate 74 O.S. 2011 §85.3. The Supplier shall not engage in conduct that violates or induces others to violate provisions of any state or federal law regarding the conduct of public employees. See: The Anti-Kickback Act of 1974 at 74 O. S. 2001 §3401 et seq. and the Conflict of Interest provision in the Oklahoma Central Purchasing Act at 74 O. S. 2011 §85.3.

B.38. Minimum Requirements

B.38.1. The Supplier must provide a copy of its relevant licenses. (Section B.12.)

B.38.2. Supplier's submission must meet the RFP's bid requirements.

B.39. Affirmation to Section B Requirements.

The Supplier shall affirm agreement with all terms in Section B. Any exceptions to these terms must be clearly listed with reference to the specific section. Any exceptions taken may make the Supplier's response non-responsive.

C. SOLICITATION SPECIFICATIONS

C.1. Statement of Purpose

The OMES/CP, on behalf of EGID, intends to solicit competitive proposals on a non-exclusive basis with one or more qualified Suppliers to offer TRICARE supplement benefits to eligible OEIBA Program participants. All proposals must be submitted in accordance with the policies, procedures, requirements, and dates set forth below.

C.2. Objectives

EGID intends to offer TRICARE supplement benefits to eligible OEIBA Program participants.

C.3. Identification of EGID

C.3.1. EGID was established by, and operates pursuant to, the OEIBA.

C.3.2. OMES has declared itself a HIPAA hybrid entity in accordance with 45 C.F.R. §§164.103 and 164.105, and EGID is a "covered component" subject to HIPAA.

C.3.3. Pursuant to legislative authority, EGID adopts Rules that set forth the eligibility, type of participation and benefit guidelines for all participating employers. A copy of the official agency Rules is on file with the Office of the Secretary of State beginning at 260:45-1-1, or the Rules may be found on EGID's website at <http://www.ok.gov/sib/>, under "About EGID" then click on "Administrative Rules".

C.4. Identification of the Program

EGID is responsible for administering the OEIBA and the benefit contracting elements of the Oklahoma State Employees Benefits Act. 74 O.S. § 1361 et seq. As such, EGID must provide for health benefit choices for the eligible participating population, including a TRICARE Supplement option.

C.5. Identification of OEIBA Program Participants

C.5.1. Health benefits are available to current and former state and education employees, employees of other state governmental entities and quasi-state governmental entities authorized by the OEIBA to participate in the OEIBA Program.

C.5.2. As of January 31, 2017 the OEIBA Program included:

Category	Total Lives	Primary	Dependents
Medicare	39,000	34,349	4,651
Current employees	176,306	106,007	70,299
Pre-Medicare former employees	10,148	8,212	1,936

C.5.3. The percentage of individuals eligible for a TRICARE Supplement in this population is unknown.

C.6. General Specifications

C.6.1. Eligibility Transmission

C.6.1.1. EGID will maintain individual eligibility records. EGID will communicate all eligibility data and remit all premium dollars to Suppliers. The Supplier will receive a file no more than weekly that reflects any changes to program eligibility, to include, but not be limited to:

C.6.1.1.1. New member/dependent enrollment

C.6.1.1.2. Member/dependent termination/disenrollment

C.6.1.2. Confirmation must be provided to EGID after eligibility information has been received. Notice to EGID should be sent to sib.edi@sib.ok.gov stating that the eligibility file has been received. Confirmation must also be provided to EGID if eligibility has not been processed within three (3) business days of receipt. Notice to EGID should be sent to sib.edi@sib.ok.gov stating what has not been processed and the reason it wasn't processed.

C.6.1.3. The Supplier will be required to maintain its eligibility records from the data provided in a timely and accurate manner.

C.6.1.4. Eligibility information sent as "urgent" must be processed and confirmed within (24) twenty-four hours.

C.6.2. Premium Accounting

C.6.2.1. EGID will communicate all eligibility data and remit all premium dollars to Suppliers. EGID remits premiums to Suppliers based on enrolled members.

C.6.2.2. EGID forwards premiums to the Supplier on the 20th of the month following the premium month or the first business day thereafter.

C.6.2.3. Because of eligibility provisions within the Act, retroactive adjustments may occur to eligibility of individual participants. If, due to retroactive adjustments, premiums must be refunded to a member or participating entity, EGID will recover those premiums from a future Supplier remittance. In these situations, premiums must be refunded to a member or participating entity and EGID will recover those premiums from a future Supplier remittance.

C.6.2.4. Premium Reports. The Supplier shall provide EGID premium reporting as required in Attachment 6: Minimum Required Reporting. A verification procedure will be used for compliance.

C.6.2.4.1. Monthly discrepancy reports received by EGID should not go back further than the month being reconciled.

C.6.2.4.2. Discrepancies older than those indicated above will not be reconciled and EGID will not assume financial responsibility for a Supplier's failure to comply with reconciliation efforts. Please note that no member coverage will be affected by a Supplier's failure to comply with above.

C.6.3. Reporting

C.6.3.1. The statistical information contained throughout this RFP is believed to be accurate for the date specified but is not intended as, and must not be considered, an express or implied warranty by EGID. EGID and the State shall not be liable for any damages resulting from inaccuracies contained in statistical information.

C.6.3.2. The Supplier shall deliver all reports listed in Attachment 6: Minimum Required Reporting in the format, frequency, timeframe and to the intended recipient noted in the list or as otherwise required by EGID.

C.6.4. Significant Events

- C.6.4.1. The Supplier shall immediately notify EGID of any current or prospective “significant event” on an ongoing basis. All notifications shall be submitted in writing to EGID Director of Benefits Contracting . As used in this provision, a “significant event” is any current or future occurrence or anticipated occurrence that might reasonably be expected to have a material effect upon the Supplier's ability to meet its contractual obligations to EGID. Significant events may include but not be limited to the following:
- C.6.4.1.1. Disposal of major assets
 - C.6.4.1.2. Any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract
 - C.6.4.1.3. Termination or addition of provider contracts
 - C.6.4.1.4. The Supplier's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings
 - C.6.4.1.5. Impairment of the security offered as a performance guarantee strikes, slow-downs or substantial impairment of the Supplier's facilities or of other facilities used by the Supplier in the performance of this contract
 - C.6.4.1.6. Reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters
 - C.6.4.1.7. Known or anticipated merger or acquisition
 - C.6.4.1.8. Known, planned or anticipated stock sales
 - C.6.4.1.9. Any litigation filed by a member against the Supplier
 - C.6.4.1.10. Any sale or merger
 - C.6.4.1.11. Significant changes in market share or product focus
 - C.6.4.1.12. HIPAA violation
 - C.6.4.1.13. 6055 IRS reporting deficiencies
- C.6.4.2. The Supplier shall confirm its understanding and its agreement to the above notification requirements.

C.6.5. Workflow and Web Interfacing

- C.6.5.1. During the contract period, the Supplier will respond to EGID's inquiries through the web with EGID's software that tracks and reports member issues. The software that EGID utilizes for the process is called “WorkFlow” and was developed by ViTech, the EGID's premium accounting and eligibility system. WorkFlow is user friendly, and only requires that the Supplier have access to the web. No software purchase is required by the Supplier for this process.
- C.6.5.2. During the contract period, the Supplier will also utilize EGID's Web Eligibility Application to resolve eligibility issues and payment discrepancies. Suppliers agree to regularly log in to both applications in order to keep access from being terminated due to inactivity.
- C.6.5.3. Describe how the Supplier will interface with EGID's Web Eligibility and Workflow process to track and report member issues through the web.

C.6.6. Participant Eligibility

- C.6.6.1. An individual's eligibility to participate is subject to all federal and state laws and regulations governing the OEIBA Program and TRICARE. EGID has the responsibility and authority to decide all questions of eligibility as it relates to the OEIBA Program.

C.6.7. Prohibited Limitations and Exclusions

- C.6.7.1. The Supplier agrees to waive all pre-existing condition limitations and evidence of insurability requirements for all beneficiaries covered under the OEIBA Program.

C.6.8. Reinsurance

- C.6.8.1. The Supplier must have adequate reinsurance or adequate risk based capital to protect against catastrophic financial loss due to unusually high medical claims in accordance with the requirements of the Oklahoma State Insurance Department or another agency of the State of Oklahoma with regulatory authority over the Supplier.

C.6.9. Internal Grievance Procedures

C.6.9.1. The Supplier must establish and operate an internal member grievance procedure pursuant to the requirements of the Oklahoma Insurance Department or another agency of the State of Oklahoma with regulatory authority over the Supplier.

C.6.10. Member Materials

C.6.10.1. The Supplier shall be responsible for the following:

C.6.10.1.1. Each Supplier must develop a comprehensive member handbook, which shall be available no later than January 1, 2018. The member handbook must be specific to the program and benefits covered in this RFP.

C.6.10.1.2. Any member identification cards used by the Supplier will be mailed at the Supplier's expense directly to each member's home so that the same is received no later than December 31, 2017, or no more than two weeks following delivery of new member enrollment data from EGID. ID cards are to reflect accurate information and shall NOT contain the member's social security number unless the number has been encrypted in an "alpha" or "numerical" method so it is not readily decipherable. The Supplier is required to provide a written status report regarding the distribution of ID cards to EGID Director of Benefits Contracts no later than Wednesday, December 13, 2017.

C.6.11. Supplier is to affirm and agree to all requirements in all of Section C.6. Any exceptions must be stated per the applicable section. Please reference Section E for submission requirements. Any exceptions taken may make the Supplier's response non-responsive.

C.7. Marketing and Communications Guidelines.

C.7.1. The Supplier must affirm its understanding and agreement that failure to abide by marketing and communication guidelines may result in one or more of the following consequences:

C.7.1.1. The Supplier being barred from accepting new enrollees for the balance of this contract

C.7.1.2. The Supplier being barred from accepting new enrollees for the contract immediately succeeding this contract,

C.7.1.3. The Supplier being deemed ineligible from bidding in subsequent RFPs for the OEIBA Program

C.7.2. Required Marketing and Communications Activities.

C.7.2.1. Each Supplier must receive approval for its marketing and communications plan with EGID prior to distribution to employees. EGID reserves the right to have the Suppliers amend or modify such information to meet its requirements. All requests for any marketing and communication by the Suppliers must be submitted to EGID at least ten (10) business days in advance of the scheduled advertising date using the Advertising Approval Form in Attachment 6. Mass media advertising (newspapers, outdoor advertising, transit advertising, radio and broadcast television) is permitted only if the Supplier has filed the appropriate request using the Advertising Approval Form referenced above, and has received written approval for publication of the material by EGID.

C.7.2.2. In the event that a change in name of the Supplier or Supplier's plan design occurs, the change must be communicated to EGID by the designated print deadlines to be included in the Option Period print materials for the specified plan year.

C.7.2.3. Each Supplier must participate in preparation or review of materials in the format specified for the Option Period. All Option Period marketing shall be conducted in accordance with policies and procedures approved and established by EGID in connection with the Annual Option Period. This is the only marketing that will be allowed for participating members administered by the EGID. Changes in the network and updates of providers must be communicated to affected members and to EGID at the Supplier's expense. Those same changes/updates must also be made current and available on the Supplier's website to which EGID will provide links for member access. Suppliers are to describe how they will provide notification to members as required.

C.7.2.4. If requested by EGID, the Supplier will provide a representative to assist employer insurance and benefit coordinators in understanding the benefit plan structure, particularly during designated training sessions or as requested by EGID for special employee benefit education sessions.

C.7.3. Prohibited Marketing and Communications Activities. The following is not permitted:

- C.7.3.1. Direct marketing or sales marketing approaches.
 - C.7.3.2. Use of marketing inducements (such as paid lunches, pizza parties, and other non-employer sponsored events) directed to individual prospective members or to employer personnel, which includes Benefit/Insurance Coordinators.
 - C.7.3.3. Solicitations or attempts by the Supplier or any affiliate or subsidiary to induce an employer participating in the OEIBA Program to enter into an agreement for any type of health insurance coverage other than that provided under this contract. The Supplier must not use any information obtained as a result of this contract, including information about participating employers, employees, dependents, and claim experience, for any purpose other than processing claims and providing such other services as are required under this contract. In the event the Supplier or any affiliate or subsidiary receives from a participating employer a request for a proposal and/or a request for claim information for coverage of the type being provided under this contract, the Supplier must advise the EGID Director of Benefit Contracting of the request. Claim information will only be released with EGID approval. Suppliers should not attend, create, or hold any meetings with employer groups without prior EGID approval.
 - C.7.3.4. Advertising directed specifically to the individual prospective member using direct mail, direct selling, and direct-action advertising by phone (such as telemarketing), mail or personal visit.
 - C.7.3.5. Mass quantity promotions, not in an advertising medium, that are issued from the Supplier by mail or personal distribution to prospects by way of folders, leaflets, throwaways, letters and delivered by mail, salespeople, or dealers are prohibited (with the exception of materials handed out at health fairs and employer-sponsored employee meetings and events).
 - C.7.3.6. Suppliers will not be allowed to make presentations during employee meetings for active employees unless pre-approved by EGID and as permitted by law; however, Suppliers may participate in education, county, and local government employee scheduled and organized meetings as directed by EGID.
 - C.7.3.7. Oklahoma State Ethics Commission Administrative Rules, 74 O.S. Chapter 62, App. 1, Rule 4.10 states the following: Except as permitted by these Rules, no state officer or employee shall accept any gift for himself or herself or for his or her family member from any person or entity or agent of any person or entity that is regulated or licensed by the state officer or employee's agency; provided, however, this prohibition shall not apply to gifts that are made by the employer of the state officer or employee or his or her family member under circumstances that make it clear that the gift is not motivated by the state officer or employee's status as a state officer or employee.
- C.7.4.** Supplier is to affirm and agree to all requirements in all of Section C.7. Any exceptions must be stated per the applicable section. Please reference Section E for submission requirements. Any exceptions taken may make the Supplier's response non-responsive

C.8. Supplier Identification. Provide a response to each requested item below:

- C.8.1. Supplier's legal name.
- C.8.2. Address (including city, state, and zip code).
- C.8.3. Office location responsible for this account, if different than C.8.2 above. If this office will be located outside of Oklahoma, explain the Supplier's plans to interact closely with EGID.
- C.8.4. Web address.
- C.8.5. Trade name that the Supplier intends to use for marketing purposes, if different from the name used for contracting purposes.
- C.8.6. The name and contact information for the Account Manager that will be assigned to the OEIBA Program. Include years of experience, number of other clients, and the size and industry of said clients.
- C.8.7. The name and contact information for the highest ranking office with direct involvement with the OEIBA Program's account.

C.9. Supplier Eligibility

The Supplier must be a registered Supplier with OMES/CP and must meet all legal requirements for doing business in the State of Oklahoma and all EGID requirements for a State defined Supplier as specified in the laws of Oklahoma and the rules of the Oklahoma Insurance Department. Provide a copy of all relevant licenses.

C.10. Supplier Operating Staff

- C.10.1.** The Supplier and its subcontractors must have sufficient operating staff to comply with all requirements and standards described in this RFP.
- C.10.2.** Attach a complete organizational chart for the Supplier, including all departments/functions listed above, as well as lines of authority, and relationships among the Supplier's Board of Directors, administration, medical services, and other functions. If expansions or changes are anticipated, show as much detail as possible reflecting the changes.

C.11. Financial Stability

- C.11.1.** EGID may reject a Supplier's proposal based upon the financial condition of the Supplier's company or organization as evidenced by any fact or statement of financial condition including, but not limited to, financial statements that raise doubt about the Supplier's ability to continue as a "going concern", or some similar concern or qualification. The Supplier shall demonstrate its ability to be financially viable during the contract period.
- C.11.1.1. Provide copies of audited financial statements for the Supplier's last three (3) fiscal years immediately preceding the date of its response. The financial statements should include, but not limited to, Balance Sheet, Income Statement, Statement of Retained Earnings or Statement of Stockholders' Equity Statement of Cash Flows, and Notes to the Financial Statements. The Supplier further agrees to be available for reasonable inquiry by EGID regarding these financial statements.
- C.11.1.2. Identify the Supplier's independent auditor.
- C.11.1.3. If applicable, specify the name and address of any sponsoring or parent corporation or others who provide financial support to the Supplier, or affirm there are none.
- C.11.1.3.1. Describe any understandings, legal relationships or financial agreements with respect to sponsorship or other financial support of the Supplier with any other entity, i.e., guarantees, letters of credit, etc. What are maximum limits of additional financial support?
- C.11.1.3.2. Provide a copy of the sponsoring organization's most recent audited financial statement if any such entity provides financial support to the Supplier. The financial statements should include, but not limited to, Balance Sheet, Income Statement, Statement of Retained Earnings or Statement of Stockholders' Equity, Statement of Cash Flows, and Notes to the Financial Statements.
- C.11.1.3.3. Identify the independent auditor for the Supplier's sponsoring organization.
- C.11.1.4. Does the Supplier warrant and represent that it is in good financial standing, not in any form of bankruptcy or the zone of insolvency, and is current in the payment of all taxes and fees?
- C.11.1.5. Does the Supplier agree to the following: The Supplier shall remain in compliance with all requirements of the Oklahoma Insurance Department, including those that pertain to financial solvency? In the event of a failure to remain in compliance, Supplier shall inform EGID as soon as such failure is known.
- C.11.2.** Acquisitions or Mergers
- C.11.2.1. Summarize any mergers with or acquisitions of other organizations completed in the past twenty-four (24) months and summarize how these actions directly impact this solicitation.
- C.11.2.2. Describe, to the best of Supplier's knowledge, any acquisitions or mergers in which the Supplier is expected to be involved within the next twelve (12) months.

C.11.3. Supplier Profile

Provide a profile of the Supplier's TRICARE supplement insurance business for each of the latest three (3) calendar years (2014, 2015, 2016):

	Calendar Year 2014	Calendar Year 2015	Calendar Year 2016
Total number of clients (employer groups, state programs, etc.)			
Total number of enrollees covered			
Number of public sector clients			
Average number of public sector enrollees			
Number of plans terminated			
Average number of members in terminated plans			

C.11.4. Member Services Telephone Assistance

C.11.4.1. Telephone assistance by customer service representatives regarding plan benefits and network service problem resolution will be provided by the Supplier through a toll-free telephone number during normal business hours. Provide the toll-free telephone number and the hours that this service will be available.

C.11.4.2. The Supplier's customer service telephone response performance must meet or exceed the following standards for each month of each Plan Year:

C.11.4.2.1. The Supplier shall answer at least eighty percent (80%) of all calls in thirty (30) seconds or less;

C.11.4.2.2. The average hold time shall be no more than thirty (30) seconds; and

C.11.4.2.3. The average call abandonment rate shall not exceed five percent (5%).

C.11.4.3. The Supplier's customer service representatives must be trained and familiar with all aspects of the program covered by this RFP. The Supplier must have written policies and procedures, specific to the enrollments covered under this RFP, in place for the use of its member services staff prior to the opening of each Option Period.

C.11.4.4. Member service telephone numbers for each contracting Supplier will be printed in all enrollment materials. Potential and current members may call the Supplier directly and request that a provider directory be sent to them. The Supplier is expected to provide forty-eight (48) hour turnaround on these mailings.

C.11.4.5. Call Center Performance

C.11.4.5.1. Provide the standards that the Supplier's Member Services staff achieved during the last twelve (12) months in the following categories:

C.11.4.5.1.1. Average telephone answer time (in seconds)

C.11.4.5.1.2. Average telephone hold time (in seconds)

C.11.4.5.1.3. Average length of call (in minutes)

C.11.4.5.1.4. Average calls per month

C.11.4.5.1.5. Abandoned calls (hang ups, average per month)

C.11.4.5.1.6. First Call Resolution Rate. (First Call Resolution rate is the percentage of telephone inquiries completely resolved within a "window period" of time. A call is considered "resolved" when the same participant or a family member under the same subscriber ID has not contacted the administrator's customer service facility again regarding the same issue within 60 calendar days of the initial call).

C.11.4.6. Member Service Quality Assurance

C.11.4.6.1. What is the Supplier's internal performance standards for accuracy, responsiveness and courtesy and how are they measured for each customer service representative? Describe any other measures and standards used in the Supplier's Customer Service Representative Audit Scores at its customer service facility.

C.11.4.6.2. What measures are taken for poor or unacceptable performance?

C.11.4.6.3. What is the ratio of full-time customer service representatives to covered members?

C.11.4.6.4. What number of customer service representatives has the Supplier dedicated to this contract?

C.11.5. Systems and Eligibility.

C.11.5.1. Identify the systems the Supplier will use to in the performance of this RFP. This includes, but is not limited to, eligibility and claims processing systems.

C.11.5.2. Describe how these systems will integrate to administer these services?

C.11.5.3. Identify any changes to systems that the Supplier make in order to fulfill this RFP.

C.11.6. Benefit Plans for Participants Living Out of State

C.11.6.1. The Supplier may provide a plan of benefits for those participants that live outside the State of Oklahoma. The premium for coverage to participants outside the State of Oklahoma must be the same as quoted for participants within the State of Oklahoma.

C.11.6.1.1. Describe in detail the plan of benefits that would be available to participants that live outside the State of Oklahoma.

C.11.7. Claims Administration

C.11.7.1. Claims Processing. Please provide the following information:

C.11.7.1.1. Turnaround time (Turnaround time is measured from the date a paper claim, or an electronic claim submission is received by the administrator, or by a subcontracted Supplier responsible for the initial receipt of claims, to the date the claims are resolved).

C.11.7.1.2. Financial accuracy rate (Financial Accuracy is the absolute dollar value of all claim payment errors in an audit sample, subtracted from the total benefits paid in the same audit sample. The result is then divided by the total medical benefits paid in the audit sample).

C.11.7.1.3. Overall accuracy (Overall Accuracy is the total number of claims within an audit sample processed without any type of error, divided by the total number of claims within the audit sample).

C.11.8. Contingency Plan.

Provide a copy of the Supplier's contingency plans that illustrate its ability to respond to the following:

C.11.8.1. Rapid increase in enrollment;

C.11.8.2. Rapid decrease in enrollment;

C.11.8.3. Loss of one or more facilities;

C.11.8.4. Voluntary provider termination;

C.11.8.5. Work stoppage;

C.11.8.6. Financial insolvency;

C.11.8.7. Loss of license or contract revocation; and

C.11.8.8. Pandemic Health Emergency

C.11.9. Disaster Recovery Plan

Describe the disaster recovery protocols, procedures and backup systems in place, including the ability to rapidly shift phone service and claims processing to alternative sites.

C.11.10. Member Satisfaction Surveys

C.11.10.1. Does the Supplier survey its members regarding their satisfaction with its customer service and claims processing? If so:

C.11.10.1.1. Describe the frequency and methodology of the Supplier's member satisfaction surveys

C.11.10.1.2. What is the overall member satisfaction rate from the most recent survey?

C.11.11. Compliance and Privacy Procedures and Standards.

The Supplier shall describe its compliance procedures in general and specifically, but not limited to, explaining how it will comply with the privacy and security standards and describing how it will electronically and operationally interface with its business associates according to HIPAA security and X12 standards for electronic transmissions. The Supplier shall describe how it will interface with EGID as a Plan Sponsor and maintain confidentiality/privacy of members' health information.

C.11.12. Member Education

Describe in detail the methods that will be used by the Supplier to educate and communicate the proper use of the plan to members.

C.11.13. Member Materials.

Furnish copies of the following materials:

C.11.13.1. Membership I.D. card. The card cannot contain employee's Social Security number, unless encrypted in an alpha or numerical method so that it is not distinguishable)

C.11.13.2. Membership materials, including a marketing document describing the benefits offered to enrollees in a format not to exceed two (2) 8-1/2 x 11 pages for inclusion in the enrollment guides

C.12. Implementation**C.12.1. Transition Meetings.**

Upon award of this Contract, Suppliers are required to meet with EGID following option period to ensure smooth transition for the upcoming plan year.

C.12.2. Administrative Procedures Reference Manual

The Supplier shall furnish EGID with accurate up-to-date information as requested for an administrative reference manual to enable staff to refer to the same when member questions arise about the Suppliers operations, coverage, and grievance procedure or provider networks. Specific information for the administrative reference manual will include updates of provider networks and other material as requested by EGID and shall be delivered to EGID within fifteen (15) business days of its request, prior to January 1, 2018. Suppliers will receive specific instructions regarding this Manual material after award of contract by EGID. One (1) copy of the administrative reference manual will be provided to EGID.

C.12.3. Readiness Reviews

OMES/CP and EGID may conduct scheduled meetings to the Supplier for purposes of testing the readiness of the Supplier.

- C.12.3.1. Submission of a proposal in response to this RFP commits the bidding Supplier to cooperate and participate in these reviews, as required by EGID.
- C.12.3.2. These reviews would take no more than one (1) day each. EGID staff members, as well as consultants for the State as needed, will interview appropriate personnel in all major organizational areas, and will perform document and process reviews where appropriate.
- C.12.3.3. Details of the schedules, agendas, and content of the readiness reviews will be distributed to the contracting Suppliers in a timely manner.
- C.12.3.4. Prior to the Readiness Review meetings, OMES/CP and EGID may submit a written list of questions to the Supplier. These questions should be completed by the Supplier and returned to EGID no later than the time scheduled for the Supplier's meeting.

C.13. Premium Calculation

Describe the methodology used for developing the rates being proposed.

D. EVALUATION

D.1. Evaluation Process

The *Oklahoma State Employees Benefits Act*, 74 O.S. § 1304.1(M)(4) and 74 O.S. § 1370(D) 1371(C) states that the State may contract with one or more Suppliers to offer a group TRICARE Supplement product to eligible employees. All plans offered by Supplier(s) meeting the proposal requirements as determined by EGID shall be accepted. The determination of compliance with proposal requirements shall be made by OMES/CP and EGID. EGID shall be responsible and have the final decision regarding compliance with administrative rules and regulations.

D.2. Evaluation Criteria

- D.2.1. Response to Section B – Special Provisions Including Required Attachments
- D.2.2. Response to Section C – Specifications Including Required Attachments
- D.2.3. Response to Section H – Price and Cost Including Required Attachments

E. INSTRUCTIONS TO BIDDER

E.1. Proposal Response Format

EGID seeks an accurate and concise description of the Supplier's compliance with all standards and requirements in this RFP. Proposals should not require extra review because of irrelevant or redundant material.

It is requested that proposals be prepared in the format described below and marked with tabs. Proposals that are not prepared in the requested format may be declared non-responsive.

- E.1.1. For Section B, the Supplier is to complete Section B.40 and affirm agreement with all terms under Section B.
- E.1.2. For Section C.6, the Supplier is complete Section C.6.11 and affirm agreement with all terms under Section C.6.
- E.1.3. For Section C.7, the Supplier is complete Section C.7.5 and affirm agreement with all terms under Section C.7.
- E.1.4. For Sections C.8 through C.13, the Supplier is required to restate the service, requirement, or question and then follow with its response.
- E.1.5. Exhibits should follow in sequential order. Any other information thought to be relevant, but not applicable to the prescribed format, should be provided as appendices to the solicitation. If a Supplier provides a publication in response to a requirement, the Supplier should include references to the publication and page number. Supplier proposals received without this reference may be considered to have no reference materials included.

- E.1.6.** Supplier(s) must submit its proposal strictly per the following format and all instructions and requirements contained in this RFP.
- E.1.6.1.** Supplier(s) are to submit two (2) complete copies of their response on TWO (2) separate CDs, DVDs (one copy on each Disc), or USBs which includes the completed proposal, including the scanned images of the OMES signed forms. Disc must be an unprotected document. Original hard copies are not required or preferred. This overrides hard copy submittal requirements of A.2.4. Please ensure that your Discs are marked clearly with the RFP Number.
 - E.1.6.2.** PDF is an acceptable format for solicitation responses except for the required documents that need to be submitted in Excel and/or Word format.
 - E.1.6.3.** All proposed TRICARE Supplement confidential rates and copays shall be submitted in a single envelope, package, or container and shall be sealed, under single cover separate from the Supplier's proposal and is NOT to be included on the CD. It shall be clearly marked as CONFIDENTIAL – RATES AND CO-PAYS. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER. This is in addition to Section A.2 and A.7.

F. CHECKLIST

F.1. Proposal Checklist

Listed below is a checklist of items that are to be completed and returned with the proposal. This is not an all-inclusive list and it is the Supplier's responsibility to ensure that they submit all required/requested documentation:

- F.1.1.** _____ OMES Form 076 – Responding Bidder Information
- F.1.2.** _____ OMES Form CP 004 – Certification for Competitive Bid and/or Contract
- F.1.3.** _____ Response to Section B
- F.1.4.** _____ Response to Section C
- F.1.5.** _____ All Amendments signed (if any)
- F.1.6.** _____ Attachment 1: Business Associate Agreement
- F.1.7.** _____ Attachment 2: Statement of Compliance
- F.1.8.** _____ Attachment 3: TRICARE Supplement Plan Designs
- F.1.9.** _____ Attachment 4: Premium Quote Submission Form (See Section H)
- F.1.10.** _____ Electronic copies as outlined in Section E
- F.1.11.** _____ Administrator's license issued by the Insurance Commissioner for the State of Oklahoma (Section B.12)

G. OTHER

G.1. Questions

All questions regarding this solicitation must be submitted in writing and are to be submitted to no later than Thursday, 07/20/17 at 3:00 P.M. CST. Questions are to be emailed to: Dana.Brittenham@omes.ok.gov. Questions received after this date will not be answered. An Amendment will be posted regarding the questions which must be signed, dated and returned with your response.

G.2. Attachments

- G.2.1.** Attachment 1: Business Associate Agreement
- G.2.2.** Attachment 2: Statement of Compliance
- G.2.3.** Attachment 3: TRICARE Supplement Plan Designs
- G.2.4.** Attachment 4: Premium Quote Submission Form
- G.2.5.** Attachment 5: Advertising Approval Request Form
- G.2.6.** Attachment 6: Minimum Required Reporting
- G.2.7.** Attachment 7: Carrier Eligibility Export

H. PRICE AND COST

H.1. Coverage Tiers

- H.1.1.** The State of Oklahoma offers four coverage tiers for both eligible current and eligible former employees and their eligible dependents. Suppliers must provide rates for each classification independently of the other classifications; for example, the rate quoted for the spouse should not include the rate quoted for the employee. Bidders must provide a fixed dollar amount for each coverage level listed below. Anything other than a fixed dollar amount will not be accepted and may cause the Bidder's bid to be rejected. Separate rates may be provided for active and former employees, see Attachment 4 *Premium Quote Submission Form*.

H.1.1.1. Employee Only

H.1.1.2. Spouse

H.1.1.3. One Child

H.1.1.4. Two or More Children

H.2. Administrative Assessment

The quoted rates shall include an administrative cost adjustment to reimburse EGID for administrative activities including, but not limited to, enrollment, record keeping, accounting, and employee communication functions. The amount of this adjustment for 2018 shall be \$4.624 Per Member Per Month (PMPM) rate collected by EGID. This fee is determined annually by EGID and is subject to change either up or down in pricing.

H.3. Premium Quotes

- H.3.1.** Each Supplier shall submit a specific schedule of premium rates in accordance with actuarial principles for all categories of participants and levels of coverage, as described herein.
- H.3.2.** Suppliers must provide one state-wide premium quote for all service areas.
- H.3.3.** The premium rates shall not be excessive, inadequate or unfairly discriminatory.
- H.3.4.** Suppliers shall provide any other information as requested by EGID, including but not limited to confidential rate development methodology and plan design, as required for use by EGID during the procurement process.
- H.3.5.** Submission of confidential proposed rates must be handled in accordance with procedures stated in Section E of this RFP.
- H.3.6.** For accounting purposes related to biweekly payrolls, any cents quoted in the Supplier's rates shall be divisible by two.
- H.3.7.** The rates shall be submitted in the "Premium Quote Submission Form" format shown in Attachment 4.

BUSINESS ASSOCIATE AGREEMENT BETWEEN THE OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES EMPLOYEES GROUP INSURANCE DIVISION (COVERED ENTITY) AND [REDACTED] (BUSINESS ASSOCIATE)

Definitions

Catch-all definitions:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean [REDACTED].

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the Oklahoma **Office of Management and Enterprise Services Employees Group Insurance Division**.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement;

(c) Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware, provided however that Business Associate shall not be required to report any routine unsuccessful attempts to access, modify or destroy electronic data, or to interfere with an electronic data system, such as "pings" or other broadcast attacks on a firewall, port scans, routine unsuccessful log-on attempts, or denial of service attacks; breaches involving 100 or more affected individuals shall be reported within ten (10) days of discovery, and breaches involving less than 100 affected individuals shall be reported within thirty (30) days of discovery; Business Associate shall provide Covered Entity

with information regarding the nature and extent of the improper use or disclosure and any additional information Covered Entity may reasonably request;

(d) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;

(e) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(f) In accordance with 45 CFR 164.514(d)(3), only request, use and disclose the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure;

(g) Make available protected health information in a designated record set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(h) Provide access, at the request of Covered Entity and during normal business hours, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524, provided that Covered Entity delivers to Business Associate a written notice at least five (5) business days in advance of requesting such access. This provision does not apply if Business Associate and its employees, subcontractors and agents have no Protected Health Information in a Designated Record Set of Covered Entity;

(i) Make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526, at the request of Covered Entity or an Individual. This provision does not apply if Business Associate and its employees, subcontractors and agents have no Protected Health Information from a Designated Record Set of Covered Entity;

(j) Maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(k) Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures, relating to the use or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity or to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule or Security Rule. Business Associate shall have a reasonable time within which to comply with requests for such access and in no case shall access be required in less than five (5) business days after Business Associate's receipt of such request, unless otherwise designated by the Secretary;

(l) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and (m) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited by this Agreement, Business Associate may make any uses and disclosures of Protected Health Information necessary to perform its services to Covered Entity and otherwise meet its obligations under this Agreement, if such use or disclosure would not violate the Privacy Rule if done by Covered Entity. All other uses or disclosures by Business Associate not authorized by this Agreement or by specific instruction of Covered Entity are prohibited.
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with the minimum necessary policies and procedures of the HIPAA Rules.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.
- (e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (f) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- (c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Indemnification

Business Associate will indemnify, defend and hold harmless Covered Entity and its respective employees, directors, officers, subcontractors, agents and affiliates from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorneys' fees) suffered by Covered Entity arising from or in connection with any breach of this Agreement, or any negligent or wrongful acts or omissions in connection with this Agreement, by Business Associate or by its employees, directors, officers, subcontractors, or agents. Notwithstanding the foregoing, the Business Associate shall not be responsible or liable for following Covered Entity's instructions with regard to the protected health and/or confidential information or from and to the extent of any breach of contract or negligent actions or omissions by the Covered Entity. No person or entity is to be considered a third-party beneficiary under the agreement, nor shall any third party have any rights as a result of the agreement.

Term and Termination

(a) Term. This agreement shall be effective upon execution by both parties and will continue until terminated by either party for any reason with a written notice of 30 days, or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall give Business Associate written notice of such breach and provide reasonable opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this Agreement, and Business Associate agrees to such termination, if Business Associate has breached a material term of this Agreement and does not cure the breach or cure is not possible.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, at the option of Covered Entity, Business Associate shall do one or more of the following: 1) return all protected health information to Covered Entity, 2) transmit the protected health information to another business associate of the Covered Entity, and/or, 3) destroy all protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate and its subcontractors shall retain no copies of the protected health information.

Miscellaneous

(a) Assignment. The Parties will not sublicense or assign this Agreement or any right or interest hereunder without prior written consent, and any attempted sublicense or assignment without such consent will be void. Subject to the foregoing restriction, this Agreement will bind and benefit the parties and their respective successors and assigns.

(b) Governing law; Severability. Except as preempted by federal law, this Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Oklahoma, without giving effect to its principles of conflict of laws. If any provision of this Agreement is determined to be invalid to any extent or in any context, such provision will be enforced to the extent and in the contexts in which it is valid, and the remaining provisions are severable and will not be affected by any such determination of invalidity.

(c) Entire Agreement. This Agreement sets forth the entire agreement, and supersedes any and all prior agreements, of the Parties with respect to the subject matter hereof. No amendment of this Agreement will be valid unless set forth in a writing signed by both Parties. No waiver will be binding unless signed by the party to be bound.

(d) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(e) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(f) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

(g) No Third-Party Beneficiaries. Nothing express or implied in the PBM Agreement or in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

(h) Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity:

First Point of Contact:

Title: OMES Privacy Officer/HealthChoice Chief Compliance Officer
Name: Paul King
Address: 3545 N.W.58th Street, Suite 110
Oklahoma City, OK 73112
Telephone: 405-717-8880
Fax: 405-717-8609
Email: Paul.King@omes.ok.gov

Second Point of Contact:

Title: HealthChoice Deputy Compliance Officer
Name: Lori Baer
Address: 3545 N.W.58th Street, Suite 110
Oklahoma City, OK 73112
Telephone: 405-717-8809
Fax: 405-717-8609
Email: Lori.Baer@omes.ok.gov

Website URL <https://www.ok.gov/sib>

If to Business Associate:

First Point of Contact:

Title:

Name:

Address:

Telephone:

Fax:

Email:

Second Point of Contact:

Title:

Name:

Address:

Telephone:

Fax:

Email:

Website URL

Agreed and Accepted

COVERED ENTITY - The Office of Management
and Enterprise Services Employees Group
Insurance Division

By:

Printed Name: Frank Wilson

Title: Administrator

Date Signed:

BUSINESS ASSOCIATE -

By:

Printed Name:

Title:

Date Signed:

ATTACHMENT 2

STATEMENT OF COMPLIANCE

Statement of Compliance

- A. Certain conditions may preclude the Supplier's strict compliance with a term specified in this Request for Proposal (RFP). The Supplier shall describe its method of compliance to accomplish the requirements of the specific term and EGID reserves its unrestricted discretion to determine, whether an alternative method offered by the Provider is acceptable to EGID.
- B. Any alternative method or exceptions to terms, conditions or other requirements in any part of the RFP must be clearly described in both the appropriate section of the solicitation and listed as an attachment to the Statement of Compliance and shall be made a part of this RFP. Otherwise, EGID shall consider that all items offered are in strict compliance with the RFP and the Provider shall be responsible for compliance. EGID shall specify at the time of the awarding of the contract what, if any, optional, alternative methods are accepted.
- C. Notwithstanding anything to the contrary, EGID maintains the unrestricted discretion to make any decision as to suitability, competency, ability to perform, conflicts of interest or the appearance thereof, responsiveness of the Supplier's proposal, acceptability of such proposal, or other decisions concerning qualifications.
- D. Each Supplier shall be required to submit a response to this RFP as it is written. Any Supplier who wishes to propose exceptions or alternatives to any term, condition, or requirement of this RFP must specify the exception and/or alternative and submit a response for each deviation. If a Statement of Compliance is not returned to EGID with the Supplier's original bid, the response shall be excluded from further consideration. If a Statement of Compliance is submitted with deviations, EGID will consider such exceptions and/or alternatives in the evaluation process or such exception and/or alternative may constitute grounds for rejection of the proposal.
- ☐ The solicitation submitted to EGID is in strict compliance with this RFP, and if selected as a Supplier, the Supplier will be responsible for meeting all requirements of this RFP.
- ☐ The solicitation submitted to EGID contains deviations from the specifications of this RFP. The deviations are attached.

Name: _____

Company: _____

Signature: _____

Address: _____

Title: _____

Phone: _____

Fax: _____

Attachment 3 TRICARE Supplement Plan Designs

Complete a grid for each type of supplement offered.

Type of Supplement (Check one):

- ☐ TRICARE Standard
☐ TRICARE Extra
☐ TRICARE Prime
☐ TRICARE Reserve/Select

	TRICARE Pays	Supplement Pays	Participant Pays
Inpatient Facility Services in civilian hospitals (room, board, supplies and staff services billed by hospital)			
Inpatient Professional Services in civilian hospitals (doctors and other inpatient services not billed by hospital)			
Inpatient Care in government hospitals			
Outpatient Care (office visits, clinics, lab, etc.)			
Prescription Drugs (network civilian pharmacy)			
Prescriptions (mail order home delivery)			
Prescriptions (civilian non-network)			
Other Charges (deductibles, excess charges, etc.)			

ATTACHMENT 4

Plan Year 2018

Premium Quote Submission Form

The State of Oklahoma offers four coverage tiers for both eligible current and eligible former employees and their eligible dependents. Suppliers must provide rates for each classification independently of the other classifications; for example, the rate quoted for the spouse should not include the rate quoted for the employee. Bidders must provide a fixed dollar amount for each coverage level listed below. Anything other than a fixed dollar amount will not be accepted and may cause the Bidder's bid to be rejected. For accounting purposes, any cents quoted in the Bidder's rates shall be an even number and shall be divisible by two. Please provide rate quotes as requested below. Rate quotes for coverage levels other than the four levels specified below will not be considered.

TABLE 1 – Premium Quote
Voluntary Rate
(January 1, 2018 through December 31, 2018)

TIERS OF ENROLLMENT	MONTHLY RATE for Active Members	MONTHLY RATE for Retired/Pre-Medicare Members
Employee Only	\$	
Spouse	\$	
One Child	\$	
Two or More Children	\$	

Signature – To be completed by the Supplier's President or Chief Executive Officer.

Signature

Date

Title

ATTACHMENT 5

**Office of Management and Enterprise Services
Employees Group Insurance Division
Advertising Approval Request Form**

- This form must accompany all ads submitted to the Employees Group Insurance Division for approval at least ten (10) business days in advance of the scheduled advertising date. The information provided in the advertisement must be accurate and not misleading.

Carrier Name: _____

Contact Name: _____

Telephone: _____

Fax: _____

Email Address: _____

Today's Date: _____

- Type of Advertising (please circle):

Newspaper	Magazine	Radio	Television	Outdoor/Billboard
In/On Public Transport	Poster	Cinema	Facebook	
Twitter				

Other (please specify) _____

- Please provide a complete description of the item or promotion and attach a copy if applicable:

- Ad Schedule: (List all publications, locations and/or radio/TV stations and corresponding dates that ads are scheduled to run).

Date: _____

Approval Requested By: _____ Date: _____

Additional Disclosures Required if Any:

Send this form and the proposed advertisement to the following contact for consideration:

Send this form and the proposed advertisement to the following contacts for consideration:

EGID:
Scott Boughton, Deputy General Counsel
3545 NW 58th, Suite 600
OKC, OK 73102
Phone (405) 717-8809
Fax (405) 717-8609
Scott.Boughton@omes.ok.gov

EGID Approval

Signature

Date

ATTACHMENT 6

Monthly and Quarterly Performance Reports

Notes:

1. Unless indicated otherwise, all reports should be submitted electronically to the DBC.
2. DBC is EGID's Director of Benefits Contracting. Send via secure email to paul.king@omes.ok.gov

Frequency	Report Number	Report Name	Due Date	Format
Quarterly	1	Member Services Telephone Assistance	20th of the following month	1. Average telephone answer time, 2. Average telephone hold time, 3. Average length of call, 4. Average calls per month, 5. Abandoned calls (hang-ups, average per month), 6. Total calls, 7. First Call Resolution Rate
Quarterly	2	Grievance Report	45 days following the close of the quarter	Number and types of complaints/grievances per month registered by members and providers
Quarterly	3	HIPAA Incident Report	45 days following the close of the quarter	As related to the OEIBA Account: 1. Details of reported HIPAA related incidents and investigation outcomes by Supplier.



ATTACHMENT 7

CARRIER ELIGIBILITY EXPORT

Export Overview

I. *Business Overview*

This export file will contain eligibility data for members and dependents enrolled in HMOs and DMOs. A weekly incremental file will be sent to each HMO and DMO. A reconciliation Active file will be sent quarterly if requested.

This export file will contain eligibility data for members and dependents enrolled in VMOs, also. A weekly Active file will be sent to each VMO.

File layout: Fixed length 1500

Save as options: Text File

Of Files Generated: 1 File –For each carrier based on the Fund plan combination

of records per member: Multiple

Data formatting:

Alphanumeric – left justified and padded with trailing spaces

Dates – YYYYMMDD format

Numeric fields – should be right justified and padded with leading spaces

General:

Fields without values must be left blank and space filled should not contain zeros

Selection Criteria:

General:

1. Each eligible member and dependent will have its own record. Fields with demographic information should be specific to the member or dependent, i.e. the dependent record will contain the dependent name, address, date of birth and gender.
2. Each Export Parameter Carrier file should only contain the covered person for that Carrier. For example, if a member is on Health HMO-Senior and the spouse is on Health HMO-High, then the Health HMO-Senior file will contain only the member record and the Health HMO file will contain only the dependent.

For Each Export Parameter:

1. *For Export Parameter type of file = Active File*
 - The file must include all ACTIVE members and their elected dependents as of the date of the export.



- 1) **FOR 2015 and BEFORE:** ACTIVE is defined as Members and elected dependents whose enrollment termination date is > the export as of date or blank and whose billing_entity.billing_group <> 'EBC' (Non-EBC groups only).
- 2) **FOR 2016 and AFTER:** ACTIVE is defined as Members and elected dependents whose enrollment termination date is > the export as of date or blank.

(The full file will contain future enrollment. For example, if member is enrolled 1/1/2016 – 12/31/2016 and 1/1/2017 – open. On the export file of 11/1/2016, both records will be included.) Only members and elected legal dependents enrolled in each listed plans should be included. One active file for each plan should be created based on the export parameter.

2. *For Export Parameter type of file = Incremental*

- **FOR 2015 and BEFORE:** Get all new members and dependents who have been added to the selected parameter Carrier between the last export and 'as of date' of the export and whose billing_entity.billing_group <> 'EBC' (Non-EBC groups only).
- **FOR 2016 and AFTER:** Get all new members and dependents who have been added to the selected parameter Carrier between the last export and 'as of date' of the export

- 1) Get the Export Parameter Carrier Name and Export Date and follow steps 2 – 6 for each Carrier.
- 2) **If Member or Dependent indicative information is changed with enrollment change,**

A type 3 record for the termination will be sent for the terminated coverage and a type 3 record will be sent for the new coverage with that coverage's start date. The records will be sent with the current indicative information for the affected individual(s).

- 3) **If Member or Dependent indicative information (name, address, phone, dep ssn, etc.) is changed without enrollment change,**

Send current indicative information for the affected individual. Send any current and future eligibility information.

Effective date on file = effective date of coverage

- 4) **If Current Coverage is terminated and New Coverage is created,**

If coverage terminates and new coverage for this carrier does not start the day following the termination, a type 3 record is sent with the termination date.



If new coverage starts the following day where changes were made to the plan, then a type 3 record will be sent with the termination date and a type 3 record will be sent for the new coverage with that coverage's start date.

Retro change – Send eligibility changes and any subsequent eligibility data for the affected individual.

5) Member Custom/Dependent Custom Change

If Export Parameter Carrier is in Health Fund or Dental Fund, then include if the Primary Care Physician and Primary Dental Provider updated date or inserted date > last export date. Custom field will be null after export is ran.

NOTE: If PCP/PCD is populated, then it will be sent on the file. Carrier should only load the data if the person is a new add or a reinstate to their plan.

6) Delete Coverage, alter coverage dates or opt-out dependent in period (Data entry error or correction)

If Period is deleted, benefit is deleted or dependent is opted out within the current period, the record should be transmitted as a record type 3 where the termination date is one day less than the effective date. For example, effective date = 1/1/2016 termination date = 12/31/2015.

If a benefit is changed within the same plan but to a different option, the old plan option will be sent with a termination date. The new plan option will be sent with the new effective date.

If a dependent is opted in within the current period then only the dependent will be transmitted with the original effective date of coverage with the new tier code if affected – if not affected the original tier code will be sent.

If the date for a termination is adjusted then the file will transmit the original effective date along with the new adjusted terminated date.

II. Export Sections and Sequence

Records must be sorted in ascending order by SSN, opt out records (if any), then by person code, then by effective date. However, Vision plans have the effective date sorted descending.

Seq #	Record Type	Description/Selection Logic	Optional / Required
1	Header	Uniquely identifies the export	R
2	Detail	Person eligibility data	R
3	Trailer	Tracking and verification information for the export	R



III. *Export Parameters*

Label	Type	Description (include default value)	Format
As of Date	Date	Date of the export – default to today's date for incremental file	MM/DD/YYYY
File Type	Varchar2	Indicate whether to send changes only, All Active members and dependents, or Full historical members, dependents, and active members, dependents. Values = 'I', 'A', 'F'	
Fund/Plan	Varchar2	Indicate which fund/plan export is to be created. Values = Fund Plan Health Aetna HMO Health CommunityCare HMO Health GlobalHealth HMO Senior Aetna Medicare Senior CommunityCare Senior Generations Dental Assurant Freedom Preferred Dental Assurant Heritage Plus (Prepaid) Dental Assurant Heritage Secure (PrePaid) Dental Cigna Dental Care Plan (Prepaid) Dental Delta Dental PPO Dental Delta Dental PPO - Choice Dental Delta Dental PPO Plus Premier Dental MetLife Classic Dental MetLife MAC Dental MetLife PDP Vision EE Primary Vision Care Vision EE Superior Vision Vision EE Vision Care Direct Vision EE VSP	

IV. *Steps to create export:*

Step #	Description
1	Execute oseegib.pkg_eligibility.p_export_carrier('carrier name', 'filename',as_of_date,'file-type');



V. Record Layouts

Header

Field Number	Start Position	Stop Position	Field Name	Length	Data Type	Required	Format	Value/Default	Description
1	1	1	Record type		A/N	Y		1	Indicates header file
2	2	10	Carrier		A/N	Y		9010	Indicates this file is from EGID
3	11	35	Address1		A/N	N			3545 NW 58 th Street
4	36	60	Address2		A/N	N			Suite 110
5	61	80	City		A/N				Oklahoma City
6	81	82	State		A/N	N			OK
7	83	92	Zip		A/N	N			73112
8	93	102	Phone		A/N	N			405-717-8888
9	103	110	Creation Date		N	Y	YYYYMMDD		Creation date of this file.
10	111	111	File Type		A	Y			The file type. A = Active I = Incremental F = Full
11	112	1500	Filler						

Detail

Field Number	Start Position	Stop Position	Field Name	Length	Data Type	Required	Format	Value/Default	Description
1	1	1	Record type	1	A/N	Y		2, 3, 4, or A for Active file	Indicate if the record type is an add record or a change record.
2	2	10	Carrier	9	A/N	Y		9010	9010 Hard coded for every record, stands for EGID
3	11	20	Account	10	A/N	Y		ST – State ED – Education LG – Local Govt	Populated for Vision Carriers only
4	21	30	Group	10	A/N	Y			Group Number
5	31	39	Member_SSN	9	A/N	Y			Member SSN
6	40	41	Person Code	2	A/N	Y			Member or dependent custom field
7	42	43	Relationship	2	A/N	Y			Relationship of this person to the member. Ex: S-spouse, C-child



8	44	93	Last Name	50	A/N	N			The last name of this person record.
9	94	143	First Name	50	A/N	N			The first name of this person record.
10	144	144	Middle Initial	1	A/N	N			The middle initial of this person record.
11	145	145	Sex	1	A/N	Y			The sex of this person record.
12	146	153	Date of Birth	8	N	Y	YYYYMMDD		The birth date of this person record.
13	154	161	Effective Date	8	N	Y	YYYYMMDD		The effective date for this person's coverage
14	162	169	Termination Date	8	N	Y	YYYYMMDD		The termination date for this person's coverage
15	170	229	Mailing Address1	60	A/N	Y			Address_Line1 of this person record, if it doesn't exist then use the Member Address_Line1. Address Type = 'R'
16	230	259	Mailing Address2	30	A/N	Y			Address_Line2 of this person record, if it doesn't exist then use the Member Address_Line2. Address Type = 'R'
17	260	309	Mailing City	50	A/N	Y			City of this person record, if it doesn't exist then use the Member City Address Type = 'R'
18	310	311	Mailing State	2	A/N	Y			State of this person record, if it doesn't exist then use the Member State Address Type = 'R'
19	312	321	Mailing Zip	10	A/N <i>*See Description</i>	Y			Zip of this person record, if it doesn't exist then use the Member Zip Address Type = 'R' <i>*Zip code will be right justified and padded with leading spaces.</i>
20	322	331	Phone	10	A/N	N			(Home) Phone of this person record, if it doesn't exist then use the Member phone Address Type = 'R'



									If not supplied: Null or '0000000000'
21	332	332	Alt Ins Indicator	1	A/N	N			Not Used
22	333	342	Alt Ins Code	10	A/N	N			Not Used
23	343	360	Alt Ins ID	18	A/N	N			Not Used
24	361	371	Filler	11					For Future Additions
25	372	381	Status	10	A/N	N			Member or dependents status code. For example, Active, Medicare, Cobra etc.
26	382	391	Plan	10	A/N	N			Selected benefit level, elected by the member. Examples HealthChoice Hi option, HealthChoice Low option etc. Enrollment_type_id
27	392	399	Plan Eff Date	8	N	N			Not used
28	400	400	New card Flag	1	A/N	Y			Not used
29	401	402	Marital Status	2	A/N	Y		M = Married N = Single U = Undefined	Member/dependents marital status. If not supplied: Null
30	403	412	Alt Phone	10	A/N	N			Member/dependents alternate (work) phone. If not supplied: Null or '0000000000'
31	413	420	Hire Date	8	N	N	YYYYMMDD		Not Used
32	421	429	Dependent Social	9	A/N	Y			For member record leave blank, For dependent record put dependents SSN. If dependent SSN is not available leave blank. DO NOT PUT MEMBER SSN
33	430	430	ID Handicap Code	1	A/N	N			If dependent is handicapped, just a Y or N or blank, Only applies to dependents. (Incapacitated Child)
34	431	431	Student Code	1	A/N	N			Not Used
35	432	441	Tier code	10	A/N	Y			Coverage level – such as Member, member and spouse etc.
36	442	451	Division	10	A/N	Y			Division Number
37	452	459	Alt Ins From Date	8	N	N			Not used



38	460	467	Alt Ins Thru Date	8	N	N			Not used
39	468	468	Pen Claim	1	A/N	N		Y or N	Not used
40	469	469	Pre Ex	1	A/N	N		Y or N	Not used
41	470	480	HICN	11	A/N	N			HCIN Number, SSN+ 1 or 2 special code to ID Medicare person. Member Custom
42	481	490	Disenrollment Code	10	A/N	N			Disenrollment Code This is for MAPD/PDP plans
43	491	500	Signature Date	10	A/N	N	MMDDYYYY		Signature Date on MAPD/PDP enrollment form
44	501	509	From Member SSN	9	A/N	N			Old Member SSN
45	510	511	From Person_ Code	2	A/N	N			Old Person Code
46	512	519	Original Eff Date	8	N	N	YYYYMMDD		Not used
47	520	527	Dental Penalty	8	N	N	YYYYMMDD		Not used
48	528	535	Life Insurance Amt	8	N	N	999999.99		Not used
49	536	550	Country	15	A/N	N			Country of Address. Populate the country
50	551	553	Reason	3		N		Y or N	Change Type: 1 st Position – Eligibility, 2 nd Position – Address, 3 rd Position – Indicative
51	554	561	Date of Death	8	N	N	YYYYMMDD		The death date of this person record
52	562	571	Member_Code	10	A/N	Y			Unique Member Number Right Justified
53	572	621	Employer Name	50	A/N	N			Employer Name
54	622	681	Permanent Address_1	60	A/N	Y			Address_Line1 of this person record, if it doesn't exist then use the Member Address_Line1. Address Type = 'C' If 'C' is null, use 'R'
55	682	711	Permanent Address_2	30	A/N	Y			Address_Line2 of this person record, if it doesn't exist then use the Member Address_Line2. Address Type = 'C' If 'C' is null, use 'R'
56	712	761	Permanent City	50	A/N	Y			City of this person record, if it doesn't exist then use the Member



									City Address Type = 'C' If 'C' is null, use 'R'
57	762	763	Permanent State	2	A/N	Y			State of this person record, if it doesn't exist then use the Member State Address Type = 'C' If 'C' is null, use 'R'
58	764	773	Permanent Zip	10	A/N <i>*See Description</i>	Y			Zip of this person record, if it doesn't exist then use the Member Zip Address Type = 'C' If 'C' is null, use 'R' <i>*Zip code will be right justified and padded with leading spaces.</i>
59	774	798	County	25	A/N	N			County of Permanent Residence of this person record Member Medicare Info Datasheet
60	799	848	Email	50	A/N	N			Email Address of this person record Address Type = 'R'
61	849	849	Plan Premium Payment Option	1	A/N	Y		1	1=EGID will bill the member
62	850	850	ESRD	1	A/N	Y		Y=Yes N=Blank	Member is ESRD Medicare Info Datasheet
63	851	851	Request Materials in Language Other Than English	1	A/N	Y		Y=Yes N-No	Default=N or <Blank> Language preference or another format other than English MAPD will contact the Beneficiary if the box on the enrollment form is marked 'Yes' Medicare Info Datasheet
64	852	852	Language Preference and Alternative Formats	1	A/N	Y		N=No	Default=N NOT USED



65	853	853	Beneficiary Signature and/or Authorized Representative Signature	1	A/N	Y		Y=Yes	Form is signed. Default to Y since no enrollments will be sent if form is not signed.
66	854	903	Authorized Representative Last Name	50	A/N	Y			1) Medicare Info Datasheet 2) Person record is dependent child – use Primary Member's Indicative Info 3) <blank>
67	904	953	Authorized Representative First Name	50	A/N	Y			1) Medicare Info Datasheet 2) Person record is dependent child – use Primary Member's Indicative Info 3) <blank>
68	954	954	Authorized Representative Middle Initial	1	A/N	Y			1) Medicare Info Datasheet 2) Person record is dependent child – use Primary Member's Indicative Info 3) <blank>
69	955	1014	Authorized Representative Address1	60	A/N	Y			1) Medicare Info Datasheet 2) Person record is dependent child – use Primary Member's Indicative Info 3) <blank>
70	1015	1044	Authorized Representative Address2	30	A/N	N			1) Medicare Info Datasheet 2) Person record is dependent child – use Primary Member's Indicative Info 3) <blank>
71	1045	1094	Authorized Representative City	50	A/N	Y			1) Medicare Info Datasheet 2) Person record is dependent child – use Primary Member's Indicative Info 3) <blank>
72	1095	1096	Authorized Representative State	2	A/N	Y			1) Medicare Info Datasheet 2) Person record is dependent child – use



									Primary Member's Indicative Info 3) <blank>
73	1097	1106	Authorized Representative Zip	10	A/N <i>*See Description</i>	Y			1) Medicare Info Datasheet 2) Person record is dependent child – use Primary Member's Indicative Info 3) <blank> <i>*Zip code will be right justified and padded with leading spaces.</i>
74	1107	1116	Authorized Representative Phone	10	A/N	N			1) Medicare Info Datasheet 2) Person record is dependent child – use Primary Member's Indicative Info 3) <blank> NOT USED
75	1117	1124	Employer or Union Name	8	A/N	Y		OSEEGIB	
76	1125	1128	Employer or Union Group Number	4	A/N	Y		9010	
77	1129	1129	Plan Change?	1	A/N	Y		Y=Yes N=Blank	Yes=info is completed on form. Used when changing from one plan to another under same carrier. NOT USED
78	1130	1130	Info Provided Under "Please Read and Sign Below"?	1	A/N	Y		Y=Yes N=No	Default is Y because info is on the form and member signed the form
79	1131	1131	Release of Information Elements Provided?	1	A/N	Y		Y=Yes N=No	Default is Y because info is on the form and member signed the form
80	1132	1132	PCP/PCD Status	1	A/N				PCP/PCD Patient Status: N = New C = Current If the Fund is Health then populate Primary Care Provider. If the Fund is Dental then populate Dental Provider.
81	1133	1182	PCP/PCD First Name	50	A/N				PCP/PCD Provider First Name



									If the Fund is Health then populate Primary Care Provider. If the Fund is Dental then populate Dental Provider.
82	1183	1232	PCP/PCD Last Name	50	A/N				PCP/PCD Provider Last Name If the Fund is Health then populate Primary Care Provider. If the Fund is Dental then populate Dental Provider.
83	1233	1258	RX OGI	26	A/N				Other Group Insurance Plan Name
84	1259	1278	RX ID# For OGI	20	A/N				Other Group Insurance Member ID#
85	1279	1293	RX Group# For OGI	15	A/N				Other Group Insurance Group #
86	1294	1500	Filler	207					For Future Additions

Note 1:

To identify the record type is 2 or 3

All member and dependent records need to be identified as record type 2 (add record) or record type 3 (change record).

A member or dependent that is enrolled in a given plan for the first time is an ADD record and should be indicated as a record type 2. For example, a member/dependent is active in Health HealthChoice from 1/1/2015 to 12/31/2016. On 1/1/2017 they move to HealthCare X then the member record should be identified as record type 2.

To identify the record type 4.

For record type 4 only the following fields will be populated

- i. Carrier
- ii. Member SSN
- iii. From Member SSN
- iv. Effective Date
- v. Person Code

Record Type 4 is created for following events:

a) When a dependent becomes a primary member

The Carrier, Member SSN, and Person Code will contain the Dependents data and the From Member SSN and Person Code will contain primary member's data under which this person was a dependent.



b) Primary member becomes dependent

The Carrier, Member SSN, and Person Code will contain the new member's data under whom this person has become dependent and the From Member SSN and Person Code will contain the primary member's data under which this person was a member.

c) When a dependent moves from one member to another member

The Carrier, Member SSN, and Person Code will contain the primary Member's data and the From Member SSN and Person Code will contain the old member's data under which this person was a dependent.

d) When the SSN of member is changed

The Carrier, Member SSN, and Person Code will contain the new SSN information and the From SSN and Person Code will indicate the old SSN from which they moved. All the other fields for the record type 4 should be blank.

Trailer

Field Number	Start Position	Stop Position	Field Name	Length	Data Type	Required	Format	Value/ Default	Description
1	1	1	Record Type	1	A/N			9	Indicates trailer record
2	2	10	Carrier	9	A/N				
3	11	19	Total records	9	N				Do NOT include header and trailer = Adds+ Changes+ Total count of records on the file
4	20	28	Total Adds	9	N				Total Number of Add Records. Total count of record type 2
5	29	37	Total Changes	9	N				Total Number of Change Records. Total count of record type 3
6	38	46	Total Move History	9	N				Total Number of Move Records. Total count of record type 4.
7	47	1500	Filler						

VI. Contact Information

Name	Phone	E-Mail
OMES ISD Service Desk	405-521-2444 or 866-521-2444	ServiceDesk@omes.ok.gov
<i>*Do not send PHI/PII or other sensitive information electronically to the Service Desk. Thank you!</i>		



VII. Open Issues

#	Author	Date Opened	Issue	Resolution	Date Closed

VIII. Assumptions

#	Author	Assumptions

IX. Document Change Log

Date of change	Author	Change Description
8/18/2004	Patti Claxton	Document Created w/New Logic
8/25/2005	Patti Claxton	Updated Fund/Plan for new HMOs
9/7/2005	Patti Claxton	Removed language – Record Type 4 d
6/17/2008	Patti Claxton	Remove Tricare. Add New DMO
9/25/2009	Patti Claxton	Update Fund/Plan for Name Changes
3/24/2010	Patti Claxton	Update language throughout layout and update Fund/Plan for Name Changes
6/9/2011	Patti Claxton	Updated Fund/Plan for Name Changes
12/20/2011	Patti Claxton	Updated Fund/Plan for Name Changes
3/14/2012	Patti Claxton	Updated Fund/Plan & added field names (Disenrollment Code & Signature Date)
6/12/2012	Patti Claxton	Added additional length to file; add Permanent Address fields, other Medicare required fields and update changes to PCP/PCD field(s)
7/11/2012	Patti Claxton	Added additional new fields; RxOGI, RX ID# for OGI, and RX Group# for OGI.
7/20/2012	Patti Claxton	Removed 'LTC' field, Updated Plan Premium Payment Option field, Updated Request Materials in Language Other Than English field, and Updated Language Preference and Alternative Formats field.
8/19/2012	Patti Claxton	Update verbage for Language Preference in Description
4/15/2015	Todd Marney	Updated the following: - Expected value/default codes for field name 'Account'; - Description for field name 'Phone'; - Expected value/default codes & description for field name 'Marital Status'; - Description for field name 'Alt Phone'; - Updated details under the section 'Contact Information'
9/2/2015	Todd Marney	Updated to include EBC members for files created 2016 and after.
10/12/2015	Todd Marney	Added 'Field Number' column.
11/23/2015	Todd Marney	Modified the following Incremental bullet points due to V3 Browser differences: - If Current Coverage is terminated and New Coverage is created - Delete Coverage, alter coverage dates and opt-out dependent in period (Data entry error or correction)
1/19/2016	Todd Marney	Modified the 'Description' and 'Data Type' for fields #19, #58 and



		<i>#73 to include: 'See Description' and '*Zip code will be right justified and padded with leading spaces.'</i>
1/31/2017	Todd Marney	<ul style="list-style-type: none">- Updated examples from 2008/2009/2010 to 2015/2016/2017- Updated contact information to OMES ISD Helpdesk- Updated Fund/Plan

IX. Sign-off

Reviewed by: _____

Date: _____

Approved by: _____

Date: _____