



State of Oklahoma  
Office of Management and  
Enterprise Services  
Employees Group Insurance Division

Solicitation

Solicitation #: Third party administration of MAPD

Solicitation Issue Date: April 1, 2013

**Brief Description of Requirement:**

Employees Group Insurance Division (EGID) requests a solicitation response from MAPDs to provide a Medicare Advantage Prescription Drug plan, as an alternative to EGID's Medicare Supplement Plan. EGID intends to contract on a non-exclusive basis with one or more Health Maintenance Organizations (HMOs) health plans to offer MAPD(s) to all eligible EGID Medicare participants.

This contract is for one (1) year, beginning Jan. 1, 2014 and ending Dec. 31, 2014

**\*\*PLEASE NOTE "SEALED BID" ON OUTSIDE OF ENVELOPE CONTAINING ANY INFORMATION REGARDING THIS RFP THAT WILL BE RECEIVED BY OMES\*\***

**Response Due Date<sup>1</sup>: May 24, 2013**

**Time: 10 A.M. CST/CDT**

**Issued By and RETURN SEALED BID TO<sup>2</sup>:**

Agency Name: Office of Management and Enterprise Services

- U.S. Postal Delivery: 3812 N. Santa Fe, Suite 290, Oklahoma City, OK 73118
- Carrier Delivery: Same as above

**Solicitation Type** (type "X" at one below):

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

**1. Shipping Location:**3812 N. Santa Fe, Suite 290, Oklahoma City, OK 73118

**2. Contracting Officer:**

Name: Tiffany Lyon

Phone: (405) 521-4756

Email: Tiffany.Lyon@omes.ok.gov

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

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



**State of Oklahoma  
Office of Management and  
Enterprise Services  
Employees Group Insurance Division**

**Responding Bidder Information**

"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** Third party administration of MAPD

2. **Bidder General Information:**

FEI / SSN : \_\_\_\_\_ VEN ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>1</sup>** (type "X" at one below):

YES – Permit #: \_\_\_\_\_

NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State** (type "X" at one below):

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](http://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 (type "X" at one below):

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.)<sup>2</sup>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

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



**State of Oklahoma  
Office of Management and  
Enterprise Services  
Employees Group Insurance Division**

**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.

Solicitation or Purchase Order #: Third party administration of MAPD

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.

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 (type "X" at one below):

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

## **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. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "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.1.5. "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 procuring agency 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 procuring agency 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 procuring agency.
- A.3.3. It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency 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 procuring agency 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 \_\_\_\_\_ located at \_\_\_\_\_ at the time and date specified in the solicitation as the Response Due Date and \_\_\_\_\_

**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 procuring agency 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 procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
  - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.2. Solicitation, as amended (if applicable); and
  - A.9.2.3. 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 Equivalent**

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 Contracting Officer specified in 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 State prior to the closing date.

**A.13. 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 580:16-7-32.

**A.14. Award of Contract**

- A.14.1. 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.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3. 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.15. Contract Modification**

- A.15.1. 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 Contract Modification, signed by the State Purchasing Director.
- A.15.2. 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 procuring agency 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 Contract Modifications, 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.16. Delivery, Inspection and Acceptance**

- A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(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.16.2. 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 procuring agency.

#### **A.17. Invoicing and Payment**

A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

#### **A.18. Tax Exemption**

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

#### **A.19. Audit and Records Clause**

A.19.1. 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.19.2. The successful bidder(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.20. 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.21. 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.22. 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.23. Termination for Cause**

A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.23.2. 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.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.24. Termination for Convenience**

A.24.1. 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.24.2. 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.25. Insurance**

The successful bidder(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 procuring agency with evidence of such insurance and renewals.

**A.26. 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.27. 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](http://www.dhs.gov/E-Verify).

**A.28. 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.29. 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.

**EMPLOYEES GROUP INSURANCE DIVISION, (EGID)**  
*A DIVISION of the OFFICE of MANAGEMENT AND ENTERPRISE SERVICES*

**REQUEST FOR PROPOSAL**  
**(RFP) #**

**FOR**

**THIRD PARTY ADMINISTRATION**

**OF**

**Medicare Advantage Prescription Drug (MAPD)**

**Effective January 1, 2014**

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Exhibit A – MAPD Benefits Summary

Exhibit B – EGID Advertising Approval Request Form

## **B. SPECIAL PROVISIONS**

### **B.1 Acceptance of Offer**

#### **B.1.1**

The submission of a solicitation shall constitute a binding offer to perform those services described within the RFP. By submitting a solicitation response, the Medicare Advantage Prescription Drug plan (MAPD) agrees that it waives its rights to claims for damages against the Office of Management and Enterprise Services Employees Group Insurance Division (EGID) because of any misunderstanding or misrepresentation of the specifications in the Request for Proposal (RFP) or because of any misinformation or lack of information in the RFP.

#### **B.1.2**

If a MAPD fails to notify EGID of an error, ambiguity, conflict, discrepancy, omission or other error in the RFP known to the MAPD, or an error that reasonably should have been known by the MAPD, the MAPD shall submit a solicitation at its own risk, and, if awarded the contract, the MAPD shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.

### **B.2 Contractual Terms**

#### **B.2.1**

The Contract term is for one (1) year, beginning January 1, 2014 and ending December 31, 2014. The MAPD must affirm its understanding of all contractual provisions and agree to those provisions for the duration of the Contract.

### **B.3 Termination**

#### **B.3.1**

The MAPD shall notify EGID in writing within ninety (90) days prior to the date of cancellation.

#### **B.3.2**

EGID may terminate this Contract for cause upon giving the MAPD thirty (30) days' notice prior to the date of termination. Termination for cause is defined as the failure of the MAPD to maintain the quality of its services provided for by this Contract to the satisfaction of EGID. EGID may terminate this Contract without cause upon ninety (90) days written notice prior to the date of termination.

#### **B.3.3**

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.4 Electronic and Information Technology Accessibility (EITA) Standards**

### **B.4.1**

All electronic and information technology procurements, agreements, and contracts shall comply with Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of Management and Enterprise Services. Electronic Information Standards shall be found at [http://www.ok.gov/cio/Policy\\_and\\_Standards/](http://www.ok.gov/cio/Policy_and_Standards/). The State of Oklahoma Information Technology Accessibility Standards is based on the standards developed to implement Federal Section 508 of the Rehabilitation Act. Compliance with these standards is required for all software application systems utilized by agencies of the State of Oklahoma.

### **B.4.2**

Upon request, the MAPD shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application development/customization by means of either a Voluntary Product Accessibility Template or other comparable document.

### **B.4.3**

The MAPD 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 MAPD from any claim arising out of the MAPD's failure to comply with the aforementioned requirements.

## **B.5 Confidentiality and HIPAA Compliance**

### **B.5.1**

The MAPD shall comply with Health Insurance Portability and Accountability Act (HIPAA) regulations. The MAPD 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.

### **B.5.2**

EGID, as a Plan Sponsor, shall send enrollment and payment information in a proprietary transaction format to the MAPD and the MAPD shall receive the enrollment and payment information in a proprietary transaction format.

### **B.5.3**

All operational data, including but not limited to email messages, EPHI (electronic protected health information), batch eligibility files, reports and pre-edits, shall be encrypted when transmitted in any manner outside of the protected (trusted) network. Data must remain encrypted when at rest in a publicly accessible manner, to include FTP servers and portable media such as flash drives, CD, and DVD media. The data shall be transmitted in a secure, encrypted manner, on the schedule set by EGID. The preferred method of connectivity between

MAPDs and EGID is via an encrypted VPN over the Internet. Other options can be a T-1 direct line or Permanent Virtual Circuit, "PVC", implemented and maintained at the MAPD's expense.

#### B.5.4

The MAPD shall use appropriate security and encryption to protect the confidentiality of EGID's data. EGID currently uses Pretty Good Privacy (PGP) as its standard data file encryption application. Data file transmissions will be performed utilizing the FTPS (FTP over SSL) protocol.

#### B.5.5

All electronic mail between the MAPD and EGID shall be routed across the established dedicated circuit or VPN or using TLS encryption between email servers and shall not traverse the Internet unless through an encrypted VPN or TLS connection. The MAPD shall dedicate an experienced networking specialist to serve as a liaison to EGID for network related issues.

#### B.5.6

The MAPD shall describe how it will interface with EGID as a Plan Sponsor and maintain confidentiality/privacy of members' health information.

### **B.6 Appropriated Funds**

#### B.6.1

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/](http://www.ok.gov/sib/) (go to "About EGID" 2010 Annual Report Statement).

### **B.7 Records**

#### B.7.1

The MAPD shall maintain records, according to State and Federal laws relating to the services it is performing under this agreement. EGID shall have the right at any time to review and copy such records upon request. EGID understands the MAPD will not release confidential protected member information. The MAPD agrees to provide EGID, upon request, de-identified summary health information, information related to the member's enrollment or disenrollment, or records regarding compliance or policy matters.

### **B.8 Ownership of Data**

#### B.8.1

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. In connection with this Contract, the MAPD will have access to information that is considered confidential, and the MAPD warrants and represents that such confidential information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by the MAPD, 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 MAPD 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 MAPD to render services under this Contract or as required by law. The MAPD warrants and represents that it has a tested and proven system in effect to protect all confidential information as defined herein.

#### B.8.2

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.8.3

The MAPD agrees that EGID possesses exclusive property rights to the records and data designated herein as confidential information on behalf of EGID members. The MAPD shall establish, maintain, and enforce agreements with its officers, directors, employees, subcontractors, independent contractors, affiliates, subsidiaries, assignees, agents and representatives who have access to any confidential information to fulfill the MAPD's duties and obligations in this Contract and to specifically prohibit any use, sale, assignment, conveyance, provision, release, disclosure or other dissemination of any confidential information, except as otherwise required by law or authorized by EGID.

#### B.8.4

The MAPD 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 reasonably should have knowledge. The MAPD shall also promptly furnish to EGID full details of the unauthorized use, appropriation, 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 MAPD shall cooperate with EGID in connection with any litigation and investigation deemed necessary by EGID to protect any confidential information. The MAPD 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.8.5

The MAPD 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 MAPD 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.8.6

During the term of this Contract, the MAPD agrees that EGID is granted access to all EGID Confidential Information in the possession of the MAPD and upon EGID request the MAPD shall deliver to EGID a copy of any specified EGID confidential information and data that the MAPD prepared, developed and/or stored by the MAPD as part of this contract.

#### B.8.7

Prior to the expiration, or upon the earlier termination of this Contract, the MAPD shall provide EGID all confidential information and data as defined herein within the MAPD's possession in the form of hard copy and/or electronic storage media. This paragraph does not apply to the MAPD's proprietary formats or systems that contain the confidential information or proprietary documents pertaining to the operation of the MAPD's business. The MAPD may retain copies of those records or documents which it considers necessary for proof of performance.

#### B.8.8

This entire Section shall survive any termination, renewal, extension or amendment of this Contract.

### **B.9 Contract Defined**

#### B.9.1

The Purchase Order, the RFP, together with the MAPD's solicitation response and exhibits, contains the entire agreement between EGID and the MAPD relating to the rights granted and the obligations assumed by the parties and constitute the Contract. All provisions of the Oklahoma Central Purchasing Act and Rules of the Purchasing Division are incorporated by reference into this Contract.

#### B.9.2

Any prior discussions, negotiations, agreements, promises, or representations, either oral or written, relating to the subject matter of this RFP and the response thereto, not expressly set forth therein, are of no force or effect.

### **B.10 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 MAPD must provide a copy of its administrator's license issued by the Insurance Commissioner for the State of Oklahoma. If the MAPD is not currently licensed by the State of Oklahoma, it must act with due diligence in obtaining said license upon notification of award of this contract and give a statement to this effect as part of its response.

## **B.11 No Commissions**

B.11.1 The MAPD shall agree:

### **B.11.1.1**

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.11.1.2**

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 MAPD services.

## **B.12 Conflict**

### **B.12.1**

The MAPD 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 MAPD 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.13 Lawsuits and Litigation**

### **B.13.1**

The MAPD 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 MAPD 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.13.2**

The MAPD 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 MAPD that resulted in a settlement with or judgment against the MAPD 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.13.3

The MAPD shall disclose any data security breaches and specifically HIPAA security breaches that required notification to affected persons or a regulatory authority.

## **B.14 Federal Exclusion List**

### B.14.1

The MAPD 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.15 Fraud, Waste & Abuse Compliance Program**

### B.15.1

The MAPD must acknowledge EGID's Fraud, Waste & Abuse Compliance Program. The compliance program can be viewed at [www.sib.ok.gov](http://www.sib.ok.gov) (Go to Site Map, click on Fraud, Waste and Abuse Program, then Compliance Program.) The MAPD must include in its Fraud, Waste & Abuse training efforts at least one hour annually of training for applicable MAPD employees.

## **B.16 Office Location**

### B.16.1

Identify the location of the office and facilities that will handle the administration of this contract.

### B.16.2

If the office will be located outside of Oklahoma, explain the MAPD's plans to interact closely with EGID.

## **B.17 Hold Harmless**

### B.17.1

The MAPD shall be responsible for the work, direction, and compensation of MAPD employees, agents and subcontractors. Neither EGID nor the State of Oklahoma shall be liable, directly or indirectly, for the work and direction of MAPD employees, agents or subcontractors. The MAPD 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 MAPD employees, agents, and subcontractors of the MAPD against the MAPD; negligent or willful acts of the MAPD its employees or agents in performance of this Contract; acts, omissions or liabilities of the MAPD acting in any capacity that relate to the Contract; and damages, costs, fines or penalties arising from HIPAA violations committed by MAPD 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.18 Designation of Personnel**

### **B.18.1**

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.19 Severability**

### **B.19.1**

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.20 Notice**

### **B.20.1**

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. Notice to EGID shall be to the attention of James L. Reese, Deputy Administrator, Director of Operations, 3545 N.W. 58th, Suite 110, Oklahoma City, Oklahoma 73112. The notice shall be effective on the date indicated on the return receipt or written delivery confirmation.

## **B.21 Supremacy of State Statutes**

### **B.21.1**

This Contract is subject to all applicable Oklahoma State Statutes, EGID Rules and Administrative Directives. The MAPD 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 MAPD shall occur in either a State or Federal court in Oklahoma County, Oklahoma.

## **B.22 Force Majeure**

### **B.22.1**

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.23 Assignments**

### **B.23.1**

This contract shall not be assigned in whole or in part without written understanding and EGID approval.

## **B.24 Subcontractors**

### **B.24.1**

In the event a proposal is jointly submitted by more than one vendor, one of the organizations must be designated as the MAPD 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.24.2**

Additionally, those MAPD's utilizing subcontractors for this RFP should name the subcontractor, define the relationship, the services to be performed by the subcontractor, and clearly state the years of experience. The MAPD shall document procedures implemented allowing the MAPD to fully interface with its subcontractors. Failure to adequately demonstrate the ability to timely integrate systems shall result in the elimination of the proposal.

## **B.25 Fiduciary**

### **B.25.1**

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

## **C. SOLICITATION SPECIFICATIONS**

### **C.1 Issuing Office**

All MAPDs interested in receiving responses to the questions submitted by potential MAPDs submitting proposals in response to this RFP shall provide EGID with a Notice of Intent sent via email to [Tiffany.Lyon@omes.ok.gov](mailto:Tiffany.Lyon@omes.ok.gov).

No late proposal will be accepted. One original and five (5) copies, and one electronic copy on CD in a searchable PDF format allowing full text searches of the vendor's response language, including exhibits when possible must be submitted by 10:00 a.m., Friday, May 24, 2013 to:

Tiffany Lyon, Administrative Officer  
Office of Management and Enterprise Services  
Agency Business Service  
3812 N. Santa Fe, Suite 290  
Oklahoma City, Oklahoma 73118  
Phone: (405) 521-4756

**Tiffany Lyon is EGID's designated sole contact for this procurement.**

## **C.2 Statement of Purpose**

### **C.2.1**

EGID requests a solicitation response from MAPDs to provide a Medicare Advantage Prescription Drug plan, as an alternative to EGID's Medicare Supplement Plan. EGID intends to contract on a non-exclusive basis with one or more Health Maintenance Organizations (HMOs) health plans to offer MAPD(s) to all eligible EGID Medicare participants.

C.2.2 The MAPD plan must be qualified by the Centers for Medicare and Medicaid Services, hereinafter "CMS". The MAPD plan or its related HMO must be qualified and accepted according to the Office of Management and Enterprise Services Human Capital Management Employees Benefits Division (EBD) supplier's process to offer HMO benefits to eligible participants.

## **C.3 Objectives**

### **C.3.1**

EGID intends to offer managed care services to its Medicare eligible retirees and/or eligible dependents, and the principal objective is to encourage freedom of choice and conserve out-of-pocket expenses for these persons.

## **C.4 Identification of EGID**

### **C.4.1**

EGID was established by, and operates pursuant to, the Oklahoma State and Education Employees Group Insurance Act, 74 O. S. (2011) §1301, et seq., hereinafter "Act". The Act was established for the benefit of state and education employees, employees of other state governmental entities and quasi-state governmental entities authorized by the Act to participate in the plans offered by EGID.

### **C.4.2**

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 360:1-1-1, or the Rules may be found on EGID's website: [www.sib.ok.gov](http://www.sib.ok.gov).

### **C.4.3**

EGID adopted Rules, pursuant to legislative authority, concerning eligibility, participation and benefit guidelines for employees of participating entities and their retirees.

## **C.5 Identification of Membership**

### **C.5.1**

As of January 31, 2013 EGID represents 37,438 Medicare participating covered lives, consisting of 32,502 primary members and 4,936 dependents.

## **C.6 Previous Contract Compliance**

### **C.6.1**

The MAPD presently contracted with EGID must be in compliance with all 2013 Contract terms and provisions to be considered a 2014 MAPD. If an MAPD that is presently contracted with EGID knows that it is not in compliance with its current Contract, it must definitively state its plan to cure its breach and that plan must be deemed acceptable by EGID in its sole discretion.

## **C.7 Trade Name**

### **C.7.1**

The MAPD shall provide EGID the name it intends to use for marketing purposes if other than the name used for contracting purposes.

## **C.8 MAPD Benefits**

### **C.8.1**

The MAPD shall complete Exhibit A – MAPD Benefits Summary that indicates the level of benefits that the MAPD will be providing under this Contract. For benefits requiring a mixture of fixed dollar and percentage copayments, indicate the fixed dollar amounts first. All maximums should clearly specify if they are based on copayments or on benefit charges.

### **C.8.2**

The MAPD shall submit a proposal for a single plan option. MAPDs offering multiple plan options shall be eliminated in the evaluation process.

## **C.9 Pharmacy Network**

### **C.9.1**

The MAPD's pharmacy network shall include all pharmacies in each service area that are currently under contract with an MAPD-related HMO.

## **C.10 Network and Service Areas**

### **C.10.1**

Identify any use of sub-contracted or "leased" network(s).

C.10.2

How many providers, by region and location, have been sanctioned and/or removed from your managed care networks within the last three (3) years?

C.10.3

List the MAPD's current ratio of PCPs to members:

	<u>Number of PCPs</u>	<u>Number of Members</u>	<u>Ratio</u>
Tulsa	_____	_____	_____
Oklahoma City	_____	_____	_____
All Other/Rural	_____	_____	_____

C.10.4

Percentage of your PCPs retained based on length of contract.

Over 5 years	_____	%
3 to 5 years	_____	%
2 to 3 years	_____	%
Less than 2 years	_____	%

C.10.5

How many PCPs and Specialists have terminated contracts with you in the last two (2) years (at the physician's request)?

C.10.6

What has been the turnover rate of PCPs in your MAPD network during the last two (2) years (due to all reasons)? Express as a percent of total PCPs.

C.10.7

Describe the termination procedures contained in the MAPD's provider contracts, including the length of notice a PCP must give to terminate its contract with the MAPD. Attach a sample copy (or copies, if more than one form is used) of the MAPD's contracts with its PCPs.

C.10.8

Describe any financial incentive programs (such as bonuses, penalties, or other) for PCPs. Specify between individual and group incentives, and address the MAPD's experience and use of withholds and risk pools.

Describe your pharmacy retail network capabilities in all service areas proposed, including point-of-service capabilities, mail order, and/or delivery methods used. Describe the pharmacy program that will be offered to the members, specifically the actuarial equivalence and CMS certification of a Medicare Part D Prescription Drug Plan offered to Medicare eligible members.

#### C.10.10

Provide the name, address and contact name for the Pharmacy Benefit Manager (PBM) who handles your pharmacy plan of benefits.

#### C.10.11

Describe the MAPD's procedures to ensure that every member has a PCP and that he/she coordinates all of the member's medical care.

#### C.10.12

Briefly describe all service areas covered by the MAPD supplier's response. Include a map showing boundaries of all service areas by ZIP Code covered in this solicitation. Suppliers may also elect to include separately any areas being considered for future expansion. Also, attach a CD with Excel file for zip code list including a list of every ZIP Code that is part of your service area.

#### C.10.13

What changes have been made in your service area in the past year? Include a map showing the changes.

#### C.10.14

What are the MAPD vendor's procedures for after-hours care and emergencies in the service area and outside the service area?

### **C.11 Plan Requirements**

#### C.11.1

Eligibility

##### C.11.1.1

Eligibility for MAPD is limited to EGID/Medicare eligible former employees and their eligible dependents.

##### C.11.1.2

Continuous health insurance coverage through EGID or qualified HMOs must begin or continue within thirty (30) days of termination from active employment.

##### C.11.1.3

Members of a family who are Medicare eligible and those who are not Medicare eligible must participate in the same carrier plans offered through the current HMO.

#### C.11.1.4

Members in an HMO plan that also offers an MAPD option may enroll in the MAPD upon turning age 65 or upon reaching the 25th month of entitlement to Social Security Disability (SSD).

#### C.11.1.5

A change from one insurance carrier to another is limited to the option period unless the Member moves from an authorized service area. Plan enrollments or changes by the Member shall not be allowed during the same plan year, except as required by changes in service areas or in accordance with CMS requirements or when CMS approves the change.

### **C.12 Enrollment**

#### C.12.1

Upon award of this Contract, MAPDs are required to meet with EGID following option period to ensure smooth transition for the upcoming plan year. Eligible EGID retired members shall have an option Period to elect one of the MAPDs to be effective January 1, 2014, or the first month thereafter, whichever fulfills CMS-mandated time schedules.

#### C.12.2

The MAPD shall submit all disenrollments and changes to EGID in an electronic file that includes at a minimum the following fields:

##### C.12.2.1

SSN: Covered person's Social Security Number;

##### C.12.2.2

Name: Covered person's First Name, Middle Name, Last Name;

##### C.12.2.3

Effective Date: For New Enrollments, the date coverage begins;

##### C.12.2.4

Term Date: For Disenrollment, the date coverage ends;

##### C.12.2.5

HICN: Medicare Claim Number;

##### C.12.2.6

Plan Option: For MAPDs that have two or more different plans (e.g., High or Low);

##### C.12.2.7

LIS%: Low Income Subsidy Percentage as established by CMS (if applicable);

##### C.12.2.8

LIS Effective Date: Date LIS begins.

### C.12.3

The MAPD shall submit a monthly full enrollment file showing all members currently active in the MAPD. The monthly full file should contain the same information as the weekly enrollment file with the exception of TERM DATE (i.e., only currently enrolled individuals are reported on the monthly full file.)

### C.12.4

The MAPD shall accept electronic transmissions of eligibility information in a format approved by EGID. These transmissions shall be on a weekly basis. Some of the transactions on this file will have originated with the MAPD. However, most of the transactions on this file will originate with EGID; e.g., enrollments, disenrollment due to death, disenrollment due to non-payment of premium, or address changes reported to EGID.

### C.12.5

As required by CMS and applicable federal regulations, the MAPD shall provide Prescription Drug Benefit Creditable Coverage Notices to all of its MAPD participants and affected persons.

## **C.13 Premiums**

### C.13.1

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

## **C.14 Termination of Coverage**

### C.14.1

The MAPD shall provide HIPAA Certificates of Coverage for members or dependents when health insurance coverage terminates and also “on request Certificates of Coverage”, as defined by HIPAA.

## **C.15 Service Areas**

### C.15.1

Service areas shall be limited to those ZIP Codes CMS approved as of July 1, 2013.

## **C.16 Limitations and Exclusions**

### C.16.1

The MAPD must waive all pre-existing condition limitations and evidence of insurability requirements, except as may be imposed by CMS.

## **C.17 Administrative Assessment**

### **C.17.1**

An administrative fee of 1% will be assessed and collected from the MAPD, which is equivalent to the EGID fee assessed in the EBD/HMO contract pursuant to the EBD RFP selection process for 2014.

## **C.18 Marketing and Member Services**

### **C.18.1**

The MAPD shall be in compliance with CMS Medicare Marketing Guidelines for MA, MAPDs, PDPs, and 1876 Cost Plans regarding marketing materials, promotional activities, advertising, social networking sites, and Call Center cost requirements.

### **C.18.2**

The MAPD shall not solicit enrollments from individuals presently enrolled under the Act except at such times designated as Option Periods. Individuals enrolled under the Act who enroll in commercial MAPD coverage in lieu of authorized plans forfeit their insurance continuation rights under the State of Oklahoma Plan.

### **C.18.3**

During the contract period, the MAPD shall respond to EGID's inquiries through the web using 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, EGID's premium accounting and eligibility system. WorkFlow is user friendly and requires that the MAPD have access to the web; however, the MAPD would not have to purchase any software for this system.

### **C.18.4**

Successful MAPDs must develop a single marketing package including age-in information which, following approval by EGID is to be submitted to CMS for final approval. The marketing package shall include notifications required by CMS.

### **C.18.5**

The MAPD must schedule representatives to attend all option period meetings for service areas of member base and provide at said meetings new member materials for the upcoming Plan Year, provided these have been approved by CMS.

### **C.18.6**

The MAPD shall submit advertising drafts to EGID for written approval prior to release to the public through any outlet. See Advertising Approval Request Form, Exhibit B – EGID Advertising Approval Request Form.

### **C.18.7**

The MAPD shall provide EGID with a training outline and timeframes for training of MAPD Customer Service Representatives (CSR) regarding EGID enrollment deadlines, eligibility, and

rules as they pertain to the Medicare population. Also, the MAPD shall include in the solicitation response contact information (name and phone) of a customer service supervisor.

#### C.18.8

No direct marketing will be permitted. “Direct marketing” means sales and promotional communications initiated by the MAPD and made through direct contact with individual prospective members. Prohibited communications include advertising directed to specific individual prospective members using direct mail, direct selling, direct-action advertising by phone, mail, or personal visit. Prohibited communications also include mass quantity promotions, not in an advertising medium, that are issued from the MAPD by mail or personal distribution to prospects by way of folders, leaflets, throwaways, letters and delivered by mail, salespeople, or dealers (with the exception of materials handed out at option period meetings and events). Marketing directly to individual prospective members through pizza parties, lunch and learns, and other non-EGID sponsored events is also prohibited.

#### C.18.9

Mass media advertising (newspapers, outdoor advertising, transit advertising, radio and broadcast television), is permitted only if the MAPD has filed the appropriate request using the supplied approval form, See Exhibit B – EGID Advertising Approval Request Form, and has received written approval for publication of the material by EGID. Post-election enrollment follow-ups are allowed. Attendance at Health Fairs and EGID-sponsored meetings throughout the year is strongly encouraged. EGID reserves the right to have the MAPD amend or modify the submitted advertisements to meet EGID’s respective requirements.

### **C.19 Reporting Requirements**

#### C.19.1

The MAPD shall provide statistical reporting. The required reports include:

##### C.19.1.1

Weekly electronic file or spreadsheet indicating disenrollments and changes processed in the MAPD’s system along with any change in the low income premium subsidy. The file is due no later than the Wednesday following the week being reported.

##### C.19.1.2

Quarterly report summarizing grievance filings within 30 calendar days after the date of the end of the quarter.

##### C.19.1.3

A monthly full file, listing all members enrolled in the MAPD as of the first of the month. The report is due by the 10th day of the month.

##### C.19.1.4

Monthly premium discrepancy report. This discrepancy report shall be sent no later than 30 (thirty) days after the premium remittance.

C.19.1.5

MAPD will respond to EGID's inquiries within a forty-eight (48) hour timeframe with at least a status and timeframe for final resolution.

**C.20 Performance Standards**

C.20.1

The MAPD shall agree to the following:

C.20.1.1

To deliver all reports by the due dates listed.

C.20.1.2

That the stated due dates are reasonable, do not exceed industry standards and impact EGID's daily workflow. Failure to meet the minimum performance standards shall result in an assessment of actual damages, provided actual damages can be calculated. In the event the MAPD does not deliver the reports by the due date and actual damages cannot be calculated, MAPD agrees to pay EGID the cumulative amount of Fifty Dollars (\$50.00) per day per report or tape, which is a reasonable amount to compensate EGID for MAPD's failure to deliver reports, from the date due until the date the report(s) are delivered to EGID at its principal business address.

C.20.2

The MAPD shall send to EGID a monthly discrepancy report no later than thirty (30) days after the premium remittance. This report shall list any discrepancy between the premium remittance and the MAPD's eligibility records. EGID shall not assume financial responsibility for premium discrepancies not reported to EGID within the required time frame.

C.20.3

The MAPD shall provide EGID, no later than August 16, 2013, with the LIS amount to be subtracted from the monthly premium for the following year if a member is eligible for a 100% low income premium subsidy. EGID will set up rates to properly bill for members who qualify for the 100%, 75%, 50%, or 25% premium subsidy based on the amount provided by the MAPD. This requirement may be waived if an alternative method is established and approved by EGID to pass along the LIS savings to the member.

**C.21 Claims Administration**

C.21.1

What is the average turnaround time for payment of claims originating both inside and outside the service area? Be specific regarding types of claims and any differences in turnaround times.

## **C.22 Customer Service**

### **C.22.1**

Which methods will be used by the MAPD to educate and communicate the proper use of its plan to its members? Describe all that apply, including:

- a) Mass mailings;
- b) Provider directories;
- c) Interactive phone;
- d) Brochures, and;
- e) Other (please explain).

### **C.22.2**

What standards did the Customer Service staff achieve during the last twelve (12) months in the following categories?

- a) Average telephone answer speed;
- b) Average abandonment rate;
- c) Average calls per month; and
- d) Other (please explain).

### **C.22.3**

EGID has a web-based Workflow system in place to forward and track member issues. Plans are required to use workflow. EGID uses Workflow as the primary communication tool on individual member issues. Workflow is user friendly and requires that the MAPD have access to the web; however, the MAPD would not have to purchase any software for this system.

#### **C.22.3.1**

Please confirm understanding of this requirement.

## **C.23 Reporting**

### **C.23.1**

Provide the MAPD's total Oklahoma enrollment as of January 1, 2013 categorized by number of contracts and number of enrollees.

## **C.24 Quality Assurance**

### **C.24.1**

Does the MAPD maintain a Quality Assurance Committee? Describe the programs used to monitor, evaluate, and emphasize quality health care. Include credentials of those involved in Quality Assurance.

C.24.2

Describe the systems in place to ensure follow-up and correction of identified problem areas found as a result of QA activities.

C.24.3

What continuous quality improvement process is the MAPD utilizing in enrollment procedures, appointment scheduling, and other member services operations?

C.24.4

What type of care management initiatives does the MAPD intend to implement in the contract year? This pertains to a program of pro-active outreach to all members to ensure that appropriate detection, prevention, acute, and chronic care is delivered.

**C.25 General Administration**

C.25.1

Is the MAPD supplier accredited by the National Committee for Quality Assurance (NCQA) or other nationally recognized organization? If so, describe, including effective dates and type of accreditation, e.g., full, provisional, etc. If not, does the MAPD have plans for seeking such accreditation? If so, describe.

C.25.2

Has ownership or sponsorship of the MAPD changed within the last three (3) years? If yes, explain.

C.25.3

Identify the model or type of MAPD:

- a) Staff;
- b) Group;
- c) Network;
- d) IPA; or,
- e) Other (please explain).

If the MAPD is a mixed model, describe and include percentage of participation in each type.

C.25.4

Attach a complete organizational chart for the MAPD vendor, including all departments/functions, as well as lines of authority, and relationships among the MAPD vendor'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.25.5

Provide six current references and contact information (name, title, and telephone); include three current accounts and the three most recently terminated accounts.

#### C.25.6

Describe in detail the MAPD vendor's contingency plan in the event of the following:

- a) Rapid increase in enrollment;
- b) Rapid decrease in enrollment;
- c) Loss of one or more facilities;
- d) Voluntary physician termination;
- e) Work stoppage;
- f) Financial insolvency;
- g) Disaster recovery; and,
- h) Loss of license or contract revocation.

#### C.25.7

Describe in detail your ability to administer a participant's coverage when the primary member is covered through a non-Medicare contract administered by EGID or EBD.

#### C.25.8

Identify and describe any additional service enhancements the MAPD supplier will offer.

#### C.25.9

Confirm the MAPD is a current HMO vendor through the EBD and provide intent to bid to be offered as an HMO for plan year 2014.

## **D. EVALUATION**

### **D.1 Questionnaire/Evaluation**

#### D.1.1

The following questions must be answered though solicitation responses will be evaluated based on EGID's sole determination that the MAPD supplier complies with, meets or exceeds the requirements outlined in D.1.1.1 – D.1.1.5.

##### D.1.1.1

The MAPD's current CMS certification;

##### D.1.1.2

The existence of a contract between the MAPD's related HMO and EBD that offers HMO products to active, non-Medicare, and Medicare-eligible education and public employees;

##### D.1.1.3

The MAPD's ability to meet the minimum requirements of this RFP;

##### D.1.1.4

The MAPD's agreement to the terms outlined in this RFP;

#### D.1.1.5

The MAPD's agreement to accept the Performance Penalties of this RFP.

## **D.2 Competitive Negotiations of Proposals**

### D.2.1

The State of Oklahoma reserves the right to negotiate with one, selected few, all, or none of the bidders responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on product services, pricing, contract terminology or any other issue that mitigate the state's risks. The State will consider all issues to be negotiable and not artificially constrained by internal corporate policies. Negotiation shall be with one or more bidders, for any and all items in the bidder's proposal. Vendors that contend it lacks flexibility because of its corporate policy on a particular negotiation item will face a significant disadvantage and may not be considered.

### D.2.2

All proposals will be evaluated for compliance with Minimum Requirements of this RFP. Proposals clearly failing to meet minimum requirements or proposals needing substantial clarifications to determine compliance will be eliminated from future consideration or evaluation. MAPDs whose proposals need minor clarification will be allowed to clarify those points. Only bids meeting all Minimum Requirements will be evaluated further.

### D.2.3

EGID reserves the right to consider historical information and facts, whether gained from the MAPD's proposal, question and answer conferences, references, or any other source in the evaluation process.

### D.2.4

The MAPD is cautioned that it is the MAPD's sole responsibility to submit information pertinent to the evaluation and that EGID is under no obligation to solicit such information if it is not included with the MAPD's proposal. Failure to submit such information may cause an adverse impact on the evaluation of the MAPD's Proposal.

### D.2.5

Negotiations will only be conducted with potentially acceptable proposals. The State reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase, if the negotiation does not result in modifications to the proposal the MAPD will be scored based on the initial submitted proposal. Negotiations may be conducted in person, in writing or by telephone.

### D.2.6

Terms, conditions, prices, methodology, or other features of the MAPD's proposal shall be subject to negotiations and subsequent revision. As part of the negotiations, the MAPD shall 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 proposal.

#### D.2.7

BEST and FINAL – The state shall request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, the MAPD should not expect that the state will ask for best and finals to give the MAPD an opportunity to enhance its proposal. Therefore, the MAPD should submit its best offer based on the terms and conditions set forth in this solicitation.

### **D.3 Selection Criteria**

#### D.3.1

Minimum Requirements

#### D.3.2

Compliance with Special Provisions

#### D.3.3

Experience performing Solicitation Specifications

#### D.3.4

Quality of Response regarding Solicitation Specifications

#### D.3.5

Price and Cost

## **E. RFP INSTRUCTIONS**

### **E.1 Solicitation Process**

#### E.1.1

The MAPD shall submit with its solicitation response an executive summary outlining significant features of the solicitation. The summary highlights the MAPD's philosophy, its experience with similar programs and the administrative approach presented in the solicitation. The summary must also include a description of the MAPD's understanding of EGID's RFP and organizational and conceptual approaches to be used. **FAILURE TO PROVIDE AN EXECUTIVE SUMMARY MAY RENDER THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND MAY BE CAUSE FOR REJECTION.**

### **E.2 Proposal Format**

E.2.1 Proposals shall be prepared in the format described below. MAPD Proposals that are not prepared in the required format may be declared non-responsive. EGID is especially concerned that the format of the MAPD's Proposal sequentially responds to the requested services, Minimum Requirements and other questions that may be addressed within the RFP. The MAPD supplier is required to restate the service, requirement, or question and then follow with its response. The MAPD shall assign consecutive page numbers in its response.

E.2.2 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 MAPD plan supplied a publication to respond to a requirement, the MAPD should include references to the publication and page number. MAPD proposals without this reference shall be considered to have no reference materials included. MAPDs THAT DO NOT ADDRESS ALL MINIMUM REQUIREMENTS OF THE RFP SHALL BE CONSIDERED NON-RESPONSIVE AND SHALL BE ELIMINATED FROM CONSIDERATION FOR THE AWARD OF A CONTRACT.

### **E.3 Proposals Are Subject to Oklahoma Open Records Act**

#### **E.3.1**

To the extent permitted by the Oklahoma Open Records Act (51 O. S. § 24A.1-27), the MAPDs' proposals will not be disclosed, except for purposes of evaluation, prior to approval by EGID of the resulting Contract. All material submitted becomes the property of the State of Oklahoma. Proposals will not be considered confidential after a contract is awarded.

#### **E.3.2**

Submitted solicitations may be reviewed and evaluated by any person designated by EGID, other than one associated with a competing MAPD supplier. EGID reserves the right to use any and all ideas presented in any response to the RFP. Selection or rejection of a solicitation response does not affect this right.

### **E.4 Restrictions on Communication with EGID Staff**

E.4.1 From the issue date of this RFP until MAPD plans are selected, MAPDs are not allowed to discuss this RFP with any EGID member, employee or any supplier to EGID. This restriction shall not prohibit discussions needed by current vendors to perform their jobs. Any violation of this restriction may result in disqualification.

### **E.5 Sole Contact**

If the MAPD supplier has questions regarding this RFP, the contact person is:

Tiffany Lyon, Administrative Officer  
Office of Management and Enterprise Services  
Agency Business Service  
3812 N. Santa Fe, Suite 290  
Oklahoma City, Oklahoma 73118  
Phone: (405) 521-4756  
[Tiffany.Lyon@omes.ok.gov](mailto:Tiffany.Lyon@omes.ok.gov)

## **E.6 Information from One Supplier Concerning Another Is Prohibited**

### **E.6.1**

MAPDs 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 MAPD 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.

## **E.7 Revisions to the RFP and/or Solicitation Responses**

### **E.7.1**

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.

### **E.7.2**

During the evaluation period, MAPDs may be requested to present supplemental information clarifying its solicitation response. This supplemental information must be submitted in writing and shall be included as a formal part of the RFP.

## **E.8 Withdrawal**

Before the MAPD's opening date and time, a submitted MAPD response may be withdrawn by a written request signed by the proposer to:

Tiffany Lyon, Administrative Officer  
Office of Management and Enterprise Services  
Agency Business Service  
3812 N. Santa Fe, Suite 290  
Oklahoma City, Oklahoma 73118  
Phone: (405) 521-4756  
Tiffany.Lyon@omes.ok.gov

and copied to:

Lori Baer, Administrative Programs Officer  
Employees Group Insurance Board  
3545 NW 58th, Suite 110  
Oklahoma City, Oklahoma 73112  
lbaer@sib.ok.gov

**E.9 Incurred Expenses**

E.9.1

EGID shall not be responsible for any costs a proposing MAPD may incur in preparing and submitting a RFP, in making an oral presentation, in providing a demonstration, or in performing any other related activities.

**E.10 Schedule of Events**

EGID reserves the right to alter these dates, issue amendments to this RFP, cancels, or re-issue this RFP at any time for any reason. The MAPD must agree to make any of its facilities available to EGID if it is determined that an on-site visit would be beneficial and utilized as part of the final evaluation process.

- E.10.1 EGID Releases RFP..... Monday, April 1, 2013
- E.10.2 Notice of Intent to Bid/Questions .....Monday, April 15, 2013
- E.10.3 EGID Responds to Questions .....Friday, April 26, 2013
- E.10.4 Proposals due .....Friday, May 24, 2013
- E.10.5 Pre-Award On-Site Visits (if necessary) ..... June, 2013
- E.10.6 Negotiation Meeting(s) (if necessary) .....May - June, 2013
- E.10.7 EGID's Recommendation ..... August 16, 2013
- E.10.8 Premium rates due by 10:00 a.m. .... August 16, 2013
- E.10.9 Implementation Period..... September, 2013 – December 2013
- E.10.10 Intended Contract Effective Date ..... January 1, 2014

**E.11 Notification of Award**

E.11.1

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

**E.12 Minimum Requirements**

The MAPD shall comply with all requirements in this section and provide proper documentation in its response to each Minimum Requirement. The MAPD’s compliance with the requirements in this section shall be determined according to the sole discretion of EGID. The MAPD must

state in its proposal exactly how it shall comply, provide detailed information and affirm its understanding of the requirement and its agreement to comply with the requirement for the duration of the contract. Proposals failing to meet Minimum Requirements shall not be considered.

### **E.12.1 Financial Information**

#### **E.12.1.1**

The MAPD must demonstrate financial stability by providing EGID with copies of audited financial statements for the MAPD's last three (3) fiscal years immediately preceding the date of its response. EGID shall exercise its sole unrestricted discretion in evaluating financial information. If the MAPD is a wholly owned subsidiary of a parent organization, this requirement may be fulfilled by the audited financial statement of the parent organization, provided that the parent organization agrees to have the same legal and financial responsibilities under the contract as the MAPD.

### **E.12.2 References**

#### **E.12.2.1**

Provide contact names of at least three (3) non-affiliated clients, addresses, telephone numbers, email addresses, fax numbers, types of services provided, and the number of participants.

## F. STATEMENT OF COMPLIANCE

### F.1 Statement of Compliance

#### F.1.1

Certain conditions may preclude the MAPD's strict compliance with a term specified in this RFP. The MAPD 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 MAPD is acceptable to EGID.

#### F.1.2

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 MAPD 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.

#### F.1.3

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 MAPD's proposal, acceptability of such proposal, or other decisions concerning qualifications.

#### F.1.4

Each MAPD shall be required to submit a response to this Request for Proposal as it is written. Any MAPD 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 MAPD'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 MAPD, the MAPD 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: \_\_\_\_\_

## G. OTHER

### G.1

#### Business Associate Agreement

The MAPD, as a “Business Associate,” agrees to the following ‘Business Associate Agreement’ between EGID and the MAPD as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) statutes and regulations.

### G.2

#### Definitions:

- a) “Business Associate” shall have the meaning given to Business Associate under the Privacy Rule, including, but not limited to, 45 CFR § 160.103.
- b) “Contract” shall mean the definition of contract as defined in Paragraph B.11
- c) “Data Aggregation” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 164.501.
- d) “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 64.501.
- e) “Health Care Operations” shall have the meaning given to such term under the Privacy Rule including, but not limited to, 45 CFR § 164.501.
- f) “HIPAA” means Health Insurance Portability and Accountability Act of 1996.  
“HITECH” means the Health Information Technology for Economic and Clinical Health Act.
- g) “Individual” shall have the same meaning as the term “individual” as used in 45 CFR § 164.501 and shall include a person who qualifies as a “personal representative” in accordance with 45 CFR § 164.502(g), and shall also mean the person or “individual” who is the subject of information that constitutes PHI, and has the same meaning as the term “individual” as used in 45 CFR § 160.103
- h) “EGID” shall 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.
- i) “Privacy and Security Rule” shall mean the HIPAA Regulations codified at 45 CFR Parts 160 through 164.
- j) “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii)

that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 160.103 [45 CFR §§160.103 ]

- k) “Protected Information” shall mean PHI provided by EGID to or created or received by the MAPD on EGID’s behalf.
- l) “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR §164.103
- m) “Security Incident” shall have the same meaning as “security incident” in 45 CFR §164.304.

### G.3

#### Obligations of the MAPD

- a) Permitted Uses. The MAPD shall not use Protected Information except for the purpose of performing the MAPD’s obligations under the Contract and as permitted under the Contract. Further, the MAPD shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by EGID, except that the MAPD shall use Protected Information (i) for the proper management and administration of the MAPD, (ii) to carry out the legal responsibilities of the MAPD, or (iii) for Data Aggregation purposes for the Health Care Operations of EGID, and also as permitted in Section (3) of this Business Associate Agreement [45 CFR §§ 164.504(e)]
- b) Permitted Disclosures. The MAPD shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by EGID, except that the MAPD shall disclose Protected Information (i) in a manner permitted pursuant to the Contract (ii) for the proper management and administration of the MAPD, (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of EGID and as permitted in the Business Associate Agreement. Unless agreed otherwise herein, to the extent that the MAPD discloses Protected Information to a third party, the MAPD must obtain, prior to making any such disclosure, (i) reasonable assurance from such third party that such Protected Information shall be held confidential and secure and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to notify the MAPD of any breaches of confidentiality or security of the Protected Information, to the extent it has obtained knowledge of such breach. [45 CFR § 164.504(e)]
- c) Appropriate Safeguards. The MAPD shall use appropriate safeguards and train its workforce according to MAPD procedures as necessary to prevent the use or disclosure of Protected Information; and ensure the integrity and availability of electronic protected information that the MAPD creates, receives, maintains or transmits. The MAPD shall implement administrative, technical and physical safeguards that are reasonable and appropriate to the size and complexity of the MAPD’s operations and the nature and scope of its activities. [45 CFR § 164.504(e)] [45 CFR § 164.306(a)]

- d) MAPD's Agents. The MAPD shall ensure that any agents, including subcontractors to whom it provides Protected Information, agree to the same restrictions and conditions that apply to the MAPD with respect to such PHI. [45 CFR § 164.504(e)(2)(ii)(D)] The MAPD shall maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. [45 CFR § 164.530(e)(1) and 164.530(f)]
- e) Access to Protected Information. The MAPD shall make Protected Information, maintained in a Designated Record Set by the MAPD or its agents or subcontractors, available to EGID for inspection and copying within ten (10) days of a request by EGID to enable EGID to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524. [45 CFR § 164.504(e)(2)(ii)(E)]
- f) Amendment of PHI. Within ten (10) days of receipt of a request from EGID for an amendment of Protected Information in a Designated Record Set or other record about an individual, the MAPD or its agents or subcontractors shall make such Protected Information, within its possession, available to EGID for amendment and incorporate any such amendment to enable EGID to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from the MAPD or its agents or subcontractors, the MAPD must notify EGID in writing within five (5) days of the request. Any denial of amendment of Protected Information maintained by the MAPD or its agents or subcontractors shall be the responsibility of EGID. [45 CFR § +-164.504(e)(2)(ii)(F)]
- g) Accounting Rights. The MAPD agrees to implement a process to prepare an accounting of a member's Protected Information that is collected and maintained by the MAPD and its agents or subcontractors, subject to the exceptions, if any, to enable EGID to respond to a request for an accounting of disclosures. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonable informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. The MAPD and its agents or subcontractors shall make the accounting available to EGID, within a reasonable time or the time allowed by the applicable Privacy Rule, to enable EGID to fulfill its obligations under the Privacy Rule, as amended., In the event that the request for an accounting is delivered directly to the MAPD or its agents or subcontractors, the MAPD shall process the request according to the current Privacy Rule (s) as amended, and forward a copy to EGID.
- h) Governmental Access to Records. The MAPD shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining EGID's compliance with the Privacy Rule. [45 CFR § 164.504(e)(2)(ii)(H)] The MAPD agrees to notify EGID with the date it provides access

to EGID Protected Information to the Secretary and a general description of any EGID Protected Information it provides to the Secretary.

- i) **Minimum Necessary.** The MAPD and its agents or subcontractors shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [45 CFR § 164.514(d)(3)]
- j) **Data Ownership.** The MAPD acknowledges that the MAPD has no ownership rights with respect to the Protected Information.
- k) **Retention of Protected Information.** The MAPD and its subcontractors or agents shall transmit the Protected Information described in the Contract to EGID on a scheduled basis according to Contract terms. The MAPD shall maintain all Protected Information that has not been previously transmitted to EGID for a period of six (6) years after the date it was created or the last effective date, whichever is later or transmit it to EGID for receipt and storage. [See, 45 CFR §§ 164.530 (j)(1)(2)]
- l) **Notification of Breach.** During the term of this RFP, MAPD agrees to notify EGID within three (3) days of discovery of any use or disclosure of PHI not authorized by this agreement or the terms of the Contract, of which the MAPD becomes aware. Within thirty (30) days after the date discovered, MAPD agrees to report to EGID the following: the nature of the non-permitted use or disclosure; the EGID PHI used or disclosed; who made the non-permitted or violating use or received the non-permitted or violating disclosure; what corrective actions MAPD has taken or will take to prevent further non-permitted or violating uses or disclosures; and what MAPD did or will do to mitigate any deleterious effect of the non-permitted or violating use or disclosure. The MAPD shall also notify EGID of a finding or stipulation that the MAPD has violated any standard or requirement of the HIPAA Regulations or other security or privacy laws arising from any administrative or civil proceeding in which the MAPD has been joined. The MAPD agrees that EGID and the MAPD will investigate an actual breach; however, the MAPD shall coordinate with EGID to control the investigation or any notification procedures related to the incident. MAPD agrees and acknowledges CMS Guidance and special notifications to HHS and the CMS/EGID Account Representative in the event of a security or privacy breach of Medicare beneficiaries' protected health information. With regard to implementation of the HIPAA Security Rule, 45 CFR Part 164, Subpart C, Oklahoma Statute 74 O.S. § 3113.1 and the occurrence of a Security Incident, MAPD agrees to report to EGID any successful (i) unauthorized access, use, disclosure, modification, or destruction of EGID electronic PHI or (ii) interference with MAPD system operations that contain EGID member information of which MAPD becomes aware. MAPD shall make such report to the EGID HIPAA Security Officer immediately after MAPD learns of any successful Security Incidents. To avoid unnecessary burden on either party, MAPD will only be required to report, upon EGID's request, attempted, but unsuccessful unauthorized access, use, disclosure, modification, or destruction MAPD electronic PHI or interference with system operations in MAPD information systems that involve EGID electronic PHI of which MAPD becomes aware, provided that EGID's

request shall be made no more often than is reasonable based upon the relevant facts, circumstances and industry practices.

- m) Audits, Inspection and Enforcement. Upon request, the MAPD agrees that EGID or its designee, shall conduct a reasonable inspection of MAPD facilities, systems, books, records, policies and procedures relating to the use or disclosure of Protected Information pursuant to the Contract for the purpose of determining whether the MAPD has complied with HIPAA; provided, however, that (i) the MAPD and EGID shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) EGID shall protect the confidentiality of all confidential and proprietary information of the MAPD to which EGID has access during the course of such inspection; and (iii) EGID shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by the MAPD. The fact that EGID inspects, or fails to inspect, or has the right to inspect, the MAPD's facilities, systems, books records, policies and procedures does not relieve the MAPD of its responsibility to comply with these terms of the Contract between MAPD and EGID. EGID's failure to detect deficiencies or failure to notify the MAPD or require the MAPD's remediation of any unsatisfactory practices does not constitute acceptance of such practices or a waiver of EGID's enforcement rights under the Contract between MAPD and EGID.

#### G.4

##### Special Uses and Disclosures

- a) MAPD shall create, receive, use, or disclose PHI related to EGID Plan members only in a manner that is consistent with the terms of the Contract and the Privacy Rule, and only in connection with providing the services to EGID that are related to the administration of prescription drug benefits and/or identified in the Contract. MAPD shall de-identify EGID PHI, provided MAPD complies with 45 CFR §164.514(b); does not violate the Privacy Rule if done by EGID; and the MAPD provides written assurances to EGID regarding use and disclosure of the de-identified data.
- b) MAPD shall, consistent with the Privacy Rule, use or disclose PHI that a Business Associate receives in its capacity as manager of prescription drug benefits and in its capacity as a Business Associate to EGID if such use relates to the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate under the RFP. "Legal responsibilities" of the Business Associate used herein shall mean responsibilities imposed by law or regulation, but (unless otherwise expressly permitted by EGID) shall not mean obligations the MAPD shall assume pursuant to contracts, agreements, or understandings other than the terms of the Contract.
- c) MAPD shall engage in "data aggregation services" related to EGID in a manner permitted by the Privacy Rule at 45 CFR § 164.504(e)(2)(i)(B) and that complies with the terms of the Contract. "Data aggregation services" as used herein shall mean the combining of PHI by MAPD with PHI received by the MAPD in its capacity as a

Business Associate of another covered entity, to permit analysis of data that relates to the health care operations of EGID or another covered entity.

- d) MAPD shall use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502.
- e) Any right of the MAPD to create, use, or disclose PHI pursuant to this Agreement shall not include the right to ‘de-identify’ or aggregate PHI, except as provided for in this Business Associate Agreement or as expressly permitted by EGID or the Privacy Rule, provided that such use or disclosure would not violate the Privacy Rule if done by EGID.

## G.5

### Obligations of EGID

- a) EGID shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to the MAPD pursuant to this RFP, in accordance with the standards and requirements of the Privacy and Security Rules, until such PHI is received by the MAPD.
- b) EGID shall notify the MAPD of any limitation(s) in its notice of privacy practices of EGID in accordance with 45 CFR § 164.520, to the extent that such limitations shall affect MAPD use or disclosure of PHI, and shall also notify MAPD of any material change in privacy practices and procedures of EGID.
- c) EGID shall notify the MAPD of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent such changes shall affect MAPD use and disclosure of PHI.
- d) EGID shall notify the MAPD of any restrictions in the use or disclosure of PHI that EGID has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction shall affect MAPD use or disclosure of PHI. Prior to agreeing to any restriction, EGID will consult with MAPD regarding whether the proposed restriction will affect its functions, activities, or services under the Contract.
- e) If EGID or the MAPD receives a request from an Individual for confidential communication of PHI by alternative means or at alternative locations in accordance with 45 CFR 164.522(b), both EGID and MAPD will accommodate the request to the extent feasible
- f) EGID shall not request the MAPD to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if such use or disclosure were made by EGID.

## G.6

### Termination

- I. **Material Breach.** A breach by the MAPD of any material provision of the terms of the Business Associate Agreement Section of the Contract shall constitute a material breach

of the Contract and provide grounds for immediate termination of the Contract by EGID pursuant to Termination Section of the Contract. [45 CFR § 164.504(e)(2)(iii)]

II. Reasonable Steps to Cure Breach. If EGID knows of a pattern of activity or practice of the MAPD that constitutes a material breach or violation of the MAPD's obligations under the provisions of the terms of the Business Associate Agreement Section, EGID shall provide the MAPD with an opportunity to cure the breach and end the violation. If the MAPD does not cure the breach with ninety (90) days after EGID notifies the MAPD of the opportunity to cure, then, within the sole discretion of EGID, EGID shall take reasonable steps to cure such breach or end such violation, as applicable. If EGID's efforts to cure such breach or end such violation are unsuccessful, EGID shall either (i) terminate the Contract, if feasible or (ii) if termination of this the Contract is not feasible, EGID shall report the MAPD's breach or violation to the Secretary of the Department of Health and Human Services. [45 CFR § 164.504(e)(1)(ii)]

III. Compliance with the HITECH Act. Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of title 45, Code of Federal Regulations the Security Rule, shall apply to a Business Associate in the same manner that such sections apply to a Covered Entity. The additional requirements of Title XXXXIII of the "Health Information Technology for Economic and Clinical Health Act" or the "HITECH Act" contained in Public Law 111-005 that relate to security and that are made applicable with respect to covered entities shall also be applicable to a Business Associate and shall be and by this reference hereby are incorporated into this Business Associate Agreement.

Business Associate shall use and disclose Protected Health Information that a Business Associates obtains or creates only if such use or disclosure, respectively, is in compliance with each applicable requirement of Section 164.504(e) of Title 45, Code of Federal Regulations, the Privacy Rule, relating to business associate contracts. The additional requirements of Subtitle D of the "Health Information Technology for Economic and Clinical Health Act" or the "HITECH Act" contained in Public Law 111-005 that relate to privacy and that are made applicable with respect to covered entities shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into the Business Associate Agreement. Business Associate agrees that HIPAA and HITECH civil and criminal penalties for data security and privacy violations apply to Business Associate when acting on behalf of EGID to the extent the penalties apply to EGID.

## **H. PRICE AND COST**

All rates set forth shall be for Medicare-eligible members only.

Plan Name

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H.1 The MAPD shall submit rates on a per-covered individual per month basis for the Plan Year January 1, 2014 through December 31, 2014. Confidential premium rates must be sent in a separate envelope marked “confidential” by the proposer on or before Friday, August 16, 2013 by 10:00 a.m. and will be considered a part of this RFP. These rates should be submitted to:

Tiffany Lyon, Administrative Officer  
Office of Management and Enterprise Services  
Agency Business Service  
3812 N. Santa Fe, Suite 290  
Oklahoma City, Oklahoma 73118  
Phone: (405) 521-4756  
Tiffany.Lyon@omes.ok.gov

## Exhibit A – MAPD Benefits Summary

**THIS EXHIBIT MUST BE COMPLETED FOR EACH PLAN OFFERED**

All pharmacy coverage descriptions and benefits listed must reflect compliance with CMS benefit guidance for MAPD plans and meet the Creditable Coverage definition.

**Please note if changes have been made since previous year with \*\*\*.**

### COVERAGE FOR INPATIENT SERVICES

	MAPD Benefit
<p><b>HOSPITALIZATION</b>  Semi-private room  (private, if medically necessary)  Nursing Services  All meals, including special diets  Drugs and medication  Laboratory tests  X-rays and other radiology services  Inpatient physician and surgical services,  including anesthesia  Necessary medical supplies and appliances  Blood and its administration  Special care units  Operating room  Rehabilitation services  Use of appliances, such as wheelchairs</p>	
<p><b>ORGAN TRANSPLANTS AT A MEDICARE-APPROVED TRANSPLANT FACILITY</b></p>	
<p><b>SKILLED NURSING FACILITY CARE</b>  Semi-private room  Regular nursing services (except private-duty nurse)  All meals, including special diets  Physical, occupational, and speech therapy  Drugs furnished by the facility  Necessary medical equipment and supplies</p>	

Blood and its administration Inpatient radiology and pathology Use of appliances such as a wheelchair	
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**COVERAGE FOR EMERGENCY AND URGENTLY NEEDED SERVICES**

	MAPD Benefit
<b><u>OUT-OF-AREA URGENT CARE SERVICES</u></b> Urgently needed services worldwide (during a temporary absence from the service area)	
<b><u>EMERGENCY SERVICES</u></b> Emergency services needed worldwide	
<b><u>IN-AREA URGENT CARE SERVICES</u></b>	
<b><u>AMBULANCE SERVICES (when medically necessary)</u></b>	

**COVERAGE FOR OUTPATIENT AND PHYSICIAN SERVICES**

	MAPD Benefit
<b><u>PROFESSIONAL SERVICES</u></b> Office Visits Consultation, diagnosis, and treatment by specialist Medical and surgical care Allergy tests and treatment (serum) Diagnostic tests and treatments Medical supplies including casts, dressings and splints	
<b><u>PHYSICAL AND OCCUPATIONAL THERAPY AND SPEECH THERAPY SERVICES</u></b>	
<b><u>HEARING EXAMINATION</u></b> Examination	
<b><u>IMMUNIZATIONS</u></b> Includes flu injections and all Medicare-approved immunizations	
<b><u>LABORATORY SERVICES</u></b>	
<b><u>PHYSICAL EXAM</u></b> Examination	

<b>WELL FEMALE EXAM</b> Examination Pap Smear	
<b>X-RAY SERVICES</b> Including annual mammography screening, if medically indicated.	

### **COVERAGE FOR OUTPATIENT HOSPITAL SERVICES**

	<b>MAPD Benefit</b>
Including outpatient surgical services Radiation therapy Blood (see limitations and exclusions)	

### **COVERAGE FOR ADDITIONAL SERVICES**

	<b>MAPD Benefit</b>
<b>INPATIENT MENTAL HEALTH CARE</b> Inpatient services and supplies in a Medicare-approved psychiatric hospital.	
<b>PART-TIME OR INTERMITTENT SKILLED NURSING CARE</b> Part-time or intermittent home health aide in conjunction with skilled care Physical, speech, and occupational therapy Medical social services under direction of a physician Medical supplies (other than drugs) and equipment provided by the agency	
<b>OUTPATIENT MENTAL HEALTH CARE</b> Outpatient services of psychiatrist, psychologists and other mental health and substance abuse providers	
<b>OTHER HEALTH SERVICES &amp; SUPPLIES</b> Durable medical equipment & medical supplies Prosthetic devices Therapeutic shoes/inserts for severe diabetic disease	
<b>CHIROPRACTIC</b> Limited to manual manipulation of the	

spine.	
<b>PODIATRY CARE</b> Treatment of disease or injuries of the foot.	

**COVERAGE FOR ADDITIONAL SERVICES (cont'd)**

	MAPD BENEFIT
<b>ALCOHOL/DRUG TREATMENT</b> Inpatient Outpatient	
<b>PRESCRIPTIONS</b> Pharmacy Program must meet the requirements for minimum benefits as required by the Medicare Modernization Act of 2003. (Part D Prescription Drug Plan)	
<b>SELF-ADMINISTERED ORAL ANTI-CANCER DRUGS</b> Includes drugs as approved by Medicare or its generic equivalent	
<b>SELF-ADMINISTERED ERYTHROPOIETIN</b> Drug for dialysis patients	
<b>INJECTABLE DRUGS FOR OSTEOPOROSIS</b> Post-menopausal homebound women under physician's supervision.	
<b>IMMUNOSUPPRESSIVE DRUGS</b> Includes Imuran, Sandimmune & any other FDA-approved outpatient immunosuppressive agent	
<b>OPTIONAL BENEFITS</b> Dental	
Health education	
Vision care	
Other (please explain)	

**Exhibit B – EGID Advertising Approval Request Form**

**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 10 days in advance of the scheduled advertising date. The information provided in the advertisement must be accurate and not misleading.

Company 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	Multi-media

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:

\_\_\_\_\_

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Additional Disclosures Required if Any:

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

EGID:

Lori Baer, Administrative Programs Officer

3545 NW 58<sup>th</sup>, Suite 110

OKC, OK 73102

Phone (405) 717-8809

Fax (405) 717-8609

[lbaer@sib.ok.gov](mailto:lbaer@sib.ok.gov)

*EGID Approval*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date