



State of Oklahoma
Office of Management & Enterprise
Services
Central Purchasing

Solicitation Cover
Page

1. Solicitation #: 0900000243

2. Solicitation Issue Date: 12/1/2016

3. Brief Description of Requirement:

On behalf of Employees Group Insurance Department (EGID), Office of Management and Enterprise Services (OMES) is requesting proposals from Third Party Administrators (TPA), to provide claims administration, customer service, reporting, and other professional services for its disability insurance plan offered by and through EGID.

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

All questions regarding this solicitation must be submitted in writing and are to be emailed to no later than 3:00pm CST Friday, December 9, 2016. Questions are to be emailed to Leanna.Edmonds@omes.ok.gov. Questions received after this date will not be answered. An Amendment will be posted after this deadline listing all questions received and their answers.

4. Response Due Date¹: December 28, 2016

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address: 5005 N. Lincoln Blvd., Ste. 300
Oklahoma City, OK 73105

Common Carrier Delivery Address: 5005 N. Lincoln Blvd., Ste. 300
Oklahoma City, OK 73105

Electronic Submission Address: N/A

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

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

7. Contracting Officer:

Name: Leanna Edmonds

Phone: (405) 521-2133

Email: Leanna.Edmonds@omes.ok.gov

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

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



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

1. **RE: Solicitation #** 0900000243

2. Bidder General Information:

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

☐ YES – Permit #: _____

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

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: _____

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

6. Workers' Compensation Insurance Coverage:

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

☐ YES – Include a certificate of insurance with the bid

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

Authorized Signature

Date

Printed Name

Title

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

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



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

Agency Name: Office of Management & Enterprise Services Agency Number: 090

Solicitation or Purchase Order #: 0900000243

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

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

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

A.2. Bid Submission

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

A.3. Solicitation Amendments

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

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

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

A.4. Bid Change

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

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

By submitting a response to this solicitation:

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

A.6. Bid Opening

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

A.7. Open Bid / Open Record

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

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

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

A.8. Late Bids

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

A.9. Legal Contract

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

A.10. Pricing

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

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

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

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

A.13 Negotiations

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

A.14. Rejection of Bid

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

A.15. Award of Contract

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

A.16. Contract Modification

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

A.17. Delivery, Inspection and Acceptance

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

A.18. Invoicing and Payment

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Payment terms will net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

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

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

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

A.25. Termination for Convenience

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

A.26. Insurance

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

A.27. Employment Relationship

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

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

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

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

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Definitions

- B.1.1. "APRs" means Attending Provider Reports
- B.1.2. "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.
- B.1.3. "EGID" means Employees Group Insurance Department
- B.1.4. "EOB" means Explanation of Benefits
- B.1.5. "FCEs" means Functional Capacity Exams
- B.1.6. "HCM" means the Office of Management and Enterprise Services Human Capital Management
- B.1.7. "IMEs" means Independent Medical Examinations
- B.1.8. "LTD" means Long Term Disability
- B.1.9. "OMES/CP" means the Office of Management and Enterprise Services, Central Purchasing
- B.1.10. "PGP" means Pretty Good Privacy
- B.1.11. "PHI" means Private Health Information
- B.1.12. "RFP" means Request for Proposal
- B.1.13. "STD" means Short Term Disability
- B.1.14. "TPA" means Third Party Administrator
- B.1.15. "WCC" means Workers' Compensation Court

B.2. Contract Period

- B.2.1. The Contract shall be awarded for an initial period to be effective the later of July 1, 2017 and ending December 31, 2017.
- B.2.2. The Contract shall include a provision for OMES/CP and EGID, at the end of each term effective January 1st, to renew the one (1) year term for four (4) additional one-year renewal terms, unless OMES/CP and EGID determine that re-bidding the contracted services is in EGID members' best interest.

B.3. Acceptance of Offer

The submission of a proposal shall constitute a binding offer to perform those services described within the RFP. By submitting a proposal, the TPA agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information in the RFP.

B.4. Termination

- B.4.1. Within thirty (30) days after the date the TPA receives notice of termination, the TPA shall, at no additional cost to EGID, copy and deliver to EGID all files and data bases in an agreed upon electronic format, together with necessary and appropriate documentation (including record layouts and data dictionaries of the data bases and systems) used in the administration of the program. Coordination of this transfer is vital to the continuity of EGID's business and the TPA must do whatever is necessary to facilitate a timely and accurate transfer. Administrative procedures, both internal and external, and other related material necessary to operate the plan shall also be delivered. Between notification of termination and the termination date, additional information must be provided as requested. If return of all information in files and data bases is not feasible, the TPA shall continue to extend the protections described in the Contract to such information, and limit further use of Private Health Information (PHI) to those purposes that make the return or destruction of such PHI infeasible. TPA shall destroy the PHI, upon written approval from EGID. If the TPA elects to destroy the PHI, the TPA shall certify in writing to EGID that such PHI has been destroyed.
- B.4.2. The TPA shall give EGID at least one hundred eighty (180) days written notice prior to cancellation. The TPA shall also provide one hundred eighty (180) days written notice prior to non-renewal. This paragraph supersedes General Provisions at A.24.1
- B.4.3. EGID and OMES/CP may terminate this contract for cause upon giving the TPA thirty (30) days written notice. Termination for cause is defined as the failure of the TPA to maintain the quality of its services provided for by this contract to the satisfaction of EGID. EGID and OMES/CP may terminate this contract without cause upon giving the TPA one hundred eighty (180) days written notice.
- B.4.4. The TPA shall transfer at no cost to the new TPA all toll free phone numbers, local phone numbers, local fax numbers, TTY phone numbers and PO boxes for EGID.

- B.4.5. The TPA must transfer all files and documents to continue timely processing of all disability claims including all unprocessed claims, adjustments, correspondence, returned checks and pended claims to EGID or EGID's designee upon a timeframe predetermined by both parties.
- B.4.6. The TPA, EGID and OMES/CP shall agree that each party reserves the right to terminate this contract if funds are not available to support the continuation of this benefit program administered by OMES/CP and EGID, or if it is otherwise determined by OMES/CP and EGID, that it is in the best interest of the State to terminate the contract.
- B.4.7. Damages shall be assessed on all claims not completely and accurately processed at the end of the run-off period. The damages shall be calculated by multiplying the per claim run-off administrative fee by the number of claims not completely and accurately processed. The damages shall be withheld from the last two months administrative fee. In addition, claims processed in the final month may be audited and additional damages assessed as set forth in the Performance Standards.

B.5. Electronic and Information Technology Accessibility (EITA) Standards

- B.5.1. All electronic and information technology procurements, agreements, and contracts shall comply with Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Electronic Information Standards found at 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.5.2. Upon request, the TPA 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.5.3. The TPA 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 TPA from any claim arising out of the TPA's failure to comply with the aforementioned requirements.

B.6. Evidence of Compliance with Oklahoma Insurance Department Requirements

The TPA shall furnish evidence that it complies with all requirements imposed by the Oklahoma Insurance Department necessary to provide claims administration, customer service, report and other professional services for EGID's disability insurance plan.

B.7. Confidentiality Requirements

The TPA agrees that it maintains internal practices, policies, books and records, including policies and procedures relating to the use and disclosure of EGID confidential and protected health information in accordance with all applicable federal and state regulations, and will provide EGID a summary description of those policies and procedures upon request. All EGID member information concerning this RFP is the sole property of the State of Oklahoma and shall remain confidential. It shall not be used by the TPA nor transmitted to others for any reason whatsoever, except as shall be required to administer and implement the Solicitation Specifications described in this RFP, or with prior written approval from EGID.

B.8. Appropriated Funds

The parties understand and agree that none of the sums to be paid under this agreement 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. This paragraph contradicts and supersedes General Provisions A.21. The most recent financial statement of EGID is posted on EGID's website: www.sib.ok.gov/sib/ (go to "About EGID" EGID Audit Report)

B.9. Records

The TPA shall maintain full and adequate records relating to the services it is performing under this agreement and shall allow OMES/CP and EGID to review and copy such records upon request. The TPA shall provide adequate safeguards for all books and records. The TPA shall provide to OMES/CP and EGID the specifics of its safeguarding program.

B.10. Right to Audit

- B.10.1. OMES/CP, EGID, or its designated representatives, including the State Auditor and Inspector and independent third parties, shall be authorized to examine all records, data and systems of the TPA which are directly related to the performance of this contract. All records and data, without regard to form or media, shall be available during normal business hours upon forty-eight (48) hours' notice. Included in this right to audit shall be the following provisions:
- B.10.2. OMES/CP, EGID, or its designated representative, is authorized to visit the TPA's premises and have full access to all records and data including paper documents, electronic documents, policies and procedures, benefit document, imaged and magnetically-stored data which relate to this contract.
- B.10.3. OMES/CP, EGID, or its designated representative, is authorized to perform claims review and/or a review of the operational procedures and adjudication process. An operational review includes a review of the policies and procedures, work flow, staffing and training, system capabilities and edits, and disaster recovery plans.

- B.10.4. The TPA shall assist EGID by promptly providing requested records and data and reasonable access to the TPA's personnel.
- B.10.5. The findings of the audits performed by OMES/CP, EGID or its designated representative shall be conclusive. The TPA shall cooperate with EGID and implement the recommendations of the audit findings.

B.11. Ownership of Data

- B.11.1. Although EGID is subject to the Oklahoma Open Records Act, 51 O.S. § 24A.1, EGID maintains documents and information that are considered confidential by law, 74 O.S. § 1322. In connection with this Contract, the TPA will have access to information that is considered confidential, and the TPA warrants and represents that such confidential information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by the TPA, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successors, or any other persons or entities without EGID's express written permission. The TPA 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 TPA to render services under this Contract or as required by law. The TPA warrants and represents that it has a tested and proven system in effect to protect all confidential information as defined herein.
- B.11.2. 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.
- B.11.3. The TPA agrees that EGID possesses exclusive property rights to the records and data designated herein as confidential information on behalf of EGID members. The TPA shall establish, maintain, and enforce agreements with its officers, directors, employees, subcontractors, independent contractors, affiliates, subsidiaries, assigns, agents and representatives who have access to any confidential information to fulfill the TPA'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.11.4. The TPA 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, assigns, agents, representatives, independent contractors, and subcontractors is aware or has knowledge or reasonably should have knowledge. The TPA 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 TPA shall cooperate with EGID in connection with any litigation and investigation deemed necessary by EGID to protect any confidential information. The TPA further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of confidential information.
- B.11.5. The TPA 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 TPA or its affiliates, subsidiaries, employees, officers, directors, assigns, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, EGID will immediately be entitled to injunctive relief and/or any other rights or remedies available to EGID under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- B.11.6. During the term of this Contract, the TPA agrees that EGID is granted access to all EGID Confidential Data in the possession of the TPA and upon EGID request the TPA shall deliver to EGID a copy of any specified EGID confidential information and data that the TPA prepared, developed and/or stored by the TPA as part of this contract.
- B.11.7. Prior to the expiration, or upon the earlier termination of this Contract, the TPA shall provide EGID all confidential information and data as defined herein within the TPA's possession in the form of hard copy and/or electronic storage media. This paragraph does not apply to the TPA's proprietary formats or systems that contain the confidential information or proprietary documents pertaining to the operation of the TPA's business. The TPA may retain copies of those records or documents which it considers necessary for proof of performance.
- B.11.8. This entire Section shall survive any termination, renewal, extension or amendment of this Contract.

B.12. Hold Harmless

The TPA shall be responsible for the work, direction, and compensation of TPA employees, agents and subcontractors. Neither EGID nor the State of Oklahoma shall be liable, directly or indirectly, for the work and direction of TPA employees, agents or subcontractors. The TPA 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 TPA employees, agents, and subcontractors of the TPA against the TPA; negligent or willful acts of the TPA its employees or agents in performance of this Contract; acts, omissions or liabilities of the TPA acting in any capacity that relate to the Contract; and damages, costs, fines or penalties arising from HIPAA violations committed by TPA 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.13. Designation of Personnel

EGID shall designate personnel or professionals under contract with EGID to administer any of the terms or conditions of this contract referenced herein, and any and all duties or acts required of EGID.

B.14. Severability

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

B.15. Force Majeure

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

B.16. Assignments

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

B.17. Subcontractors

- B.17.1. In the event a proposal is jointly submitted by more than one vendor, one of the organizations must be designated as the TPA Prime Contractor. All other entities should be designated as subcontractors. The TPA shall certify that each subcontractor complies with the minimum requirements of this RFP and all contract provisions. The TPA shall provide said certification for future subcontractors when a subcontractor is engaged to perform services for EGID on behalf of the contracted TPA.
- B.17.2. 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.17.3. Additionally, those TPAs utilizing subcontractors for this RFP shall name the subcontractor, define the relationship, the services to be performed by the subcontractor, and clearly state the years of experience. The TPA shall document procedures implemented allowing the TPA to fully interface with its subcontractors. For example, the TPA shall demonstrate how its customer service system interface/integration and department interfaces with the system and department of its subcontractors. Failure to adequately demonstrate the ability to timely integrate the organizations shall result in the elimination of the proposal.

B.18. Federal Exclusion List

The TPA 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 payments from federal government programs by the Department of Health and Human Services, Office of Inspector General.

B.19. Fraud, Waste & Abuse Compliance Program

The TPA must acknowledge EGID's Fraud, Waste & Abuse Compliance Program. The compliance program can be viewed at <https://www.ok.gov/sib/documents/EGIDCompliancePlan.pdf>. The TPA must include in its Fraud, Waste & Abuse training efforts at least one hour annually of training for applicable TPA employees.

B.20. Notification of Award

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

B.21. Fiduciary

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

C. SOLICITATION SPECIFICATIONS

C.1. Statement of Purpose

The OMES/CP, on behalf of EGID, is requesting proposals from Third Party Administrators (TPA), to provide claims administration, customer service, reporting, and other professional services for its disability insurance plan offered by and through EGID.

C.2. Issuing Office

This Request for Proposal (RFP) is issued by the Central Purchasing (CP) Division of the Office of Management and Enterprise Services (OMES) on behalf of the Employees Group Insurance Department (EGID) of the Human Capital Management (HCM) Division of OMES. All proposals must be submitted in accordance with the policies, procedures, requirements and dates set forth below.

C.3. Objectives

- C.3.1. EGID expects the TPA to provide services for its members to receive prompt and accurate claims administration, while containing costs by being innovative and providing efficient cost effective resources and technology. It is expected that the TPA will have a pro-active approach for claims administration and reputation in the marketplace focusing on quality service and industry best practices. The TPA shall maintain a system of controls that secures plan members protected health information.
- C.3.2. EGID understands a TPA's desire to have clients adhere to the TPA's standard business practices and is open to modifying the existing business operation procedures to achieve efficient operations in accordance with industry best practices.

C.4. Identification of EGID

- C.4.1. EGID was established by, and operates pursuant to, the Oklahoma Employees Insurance and Benefits Act, 74 O.S. § 1301, et seq. The State Employees Disability Program Act, 74 O.S. § 1331, et. seq., was established for the benefit of state employees and employees of other specified state governmental entities and quasi-state governmental entities. EGID makes decisions on all policy matters affecting the plan, including member benefits, premium rates and the investment of premiums. See <http://ok.gov/sib/documents/DisabilityHandbook.pdf> more information about the disability plan.
- C.4.2. Pursuant to legislative authority, EGID Rules set forth the eligibility, type of participation and benefits 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 Oklahoma Administrative Code Title 260:55, or the Rules may be found at www.sib.ok.gov/sib ("About EGID").

C.5. Identification of the Plan

The Plan is self-funded and provides partial income replacement for an employee who incurs a medically disabling condition which will keep him/her off work for at least thirty (30) days. The medically disabling condition may or may not be work related. The Plan is an employer-paid plan and consists of short-term and long-term benefits. It is subject to offsets, such as Workers' Compensation, Retirement, Social Security, and Sick Leave, etc. Currently, the benefits are paid at 60% of salary, or up to a \$2,500.00 monthly maximum for short-term and 60% of salary with up to a \$3,000.00 monthly maximum for long-term. Disability Plan recipients must file for social security benefits within six (6) months of onset of the disability.

C.6. Identification of Members

Disability benefits are available to all active state employees and to those active county or city employees whose employer chooses to participate in the program. For informational purposes, the number of eligible members is approximately 37,000. The average monthly short-term claimants are 65 and the average monthly long-term claimants are 700.

C.7. Identification of Paid Claims History

The paid claims history is identified in **Exhibit A**.

C.8. Eligibility

EGID uses and manages the V3 application for its eligibility and premium accounting system which was developed by Vitech Systems Group, Inc. This system is currently operating in a Windows server environment utilizing an Oracle database. EGID administers member eligibility in a multi-employer environment.

C.9. Claims Administration

- C.9.1. The TPA shall administrate claims utilizing normal processing procedures for a partial income replacement plan unless EGID has provided written instructions to the contrary. In no instance shall the TPA be obligated to follow other than written instructions regarding processing of claims administration.

Describe the TPA's claims processing system, identifying the following information:

- C.9.1.1. name of system;

- C.9.1.2.** location (city and state) of data center where eligibility and claims data will be housed;
- C.9.1.3.** internally or externally developed;
- C.9.1.4.** internally or externally maintained;
- C.9.1.5.** licensing agreement (if applicable);
- C.9.1.6.** last major update and detail of update;
- C.9.1.7.** last minor update and detail of update;
- C.9.1.8.** location (city and state) of developers;
- C.9.1.9.** date and detail of any planned modification and/or enhancements;
- C.9.1.10.** and,
- C.9.1.11.** date system was operational.
- C.9.1.12.** Identify the location (city and state) of the office that will handle the administration of this contract.
- C.9.1.13.** What options can the TPA offer currently, or in the near future, for other forms of claims submissions, etc. which will minimize the amount of paper exchange?
- C.9.1.14.** Describe in detail how active and closed claims are stored and handled, such as paper files, electronic media or scanned image files.
- C.9.1.15.** Describe the TPA's procedures for archiving and retrieving claims and other related documents.
- C.9.2. Prior to payment of benefits, the TPA shall review all new disability claims for completeness of documentation, including the signed reimbursement agreement, calculation of benefit, and the existence of offsetting benefits. The reimbursement agreement is the employee's agreement to reimburse the plan for any money overpaid.
 - C.9.2.1.** Describe all claims processing procedures from receipt of application (or claim form) to payment
- C.9.3. The TPA shall issue and mail at its own expense an Explanation of Benefits (EOB) acceptable to EGID that accurately reflects and explains EGID's plan of benefits. The TPA shall reproduce EOBs upon request.
- C.9.4. The TPA shall provide a sample copy of the EOB.
 - C.9.4.1.** Describe any options for customizing the EOB.
- C.9.5. The TPA shall obtain Independent Medical Examinations (IMEs) or Functional Capacity Exams (FCEs) to document the presence or lack of disability for claims. These Independent Medical Examinations and/or Functional Capacity Examinations must be pre-approved by EGID and will be paid for by the EGID.
 - C.9.5.1.** Describe the criteria to identify the necessity of an IME.
 - C.9.5.2.** Describe the criteria to identify the necessity of a FCE.
- C.9.6. The TPA shall institute a formal vocational rehabilitation program to include evaluation, in-depth assessment and job placement assistance upon approval of EGID. The TPA shall provide an initial rehabilitation review performed by the TPA for all eligible recipients of the disability program by the sixth (6th) month of disability. The TPA shall re-evaluate claimants as necessary and at regular intervals.
 - C.9.6.1.** Describe the formal vocational rehabilitation program in detail for all areas of services provided.
 - C.9.6.2.** Describe any programs that work with employers to help encourage employees to return to work.
- C.9.7. The TPA shall actively pursue Social Security benefits on behalf of the member by the seventh (7th) month of disability. The TPA agrees to pursue these benefits for each claimant utilizing its Social Security background and expertise. The TPA may utilize a subcontractor for assisting claimants in obtaining social security disability benefits.
 - C.9.7.1.** Describe in detail the TPA's experience and the procedures the TPA will utilize to assist the disabled members in obtaining eligibility for Social Security and include the appeal processes and average time from the start of the process to the award.
- C.9.8. The TPA shall conduct monthly regular and systematic contact with the Workers' Compensation Court (WCC), and to verify if benefits have been awarded to the member.
 - C.9.8.1.** Describe in detail the TPA's experience in working with the WCC.
- C.9.9. The TPA shall conduct monthly regular and systematic contact with the Retirement Systems to verify if benefits have been awarded to the member.
 - C.9.9.1.** Describe in detail the TPA's experience in working with Retirement Systems.

- C.9.10. The TPA shall provide approved investigative services, at the expense of EGID, for appropriate recipients when needed to document the validity of a claim.
- C.9.10.1.** Describe the TPA's procedure in identifying the appropriateness of utilizing investigative services for a disability recipient.
- C.9.11. The TPA shall have access to a medical doctor who is Board-certified for consulting purposes. The TPA's medical consultant shall review questionable claims and provide recommendations in accordance with EGID's guidelines; review and provide recommendations for appeals, contested cases and litigation; and, confer with EGID. All final decisions shall be made by EGID.
- C.9.12. The TPA shall monitor short-term and long-term disability claims by obtaining monthly Attending Provider Reports (APRs) with the members' health care providers to verify continued disability. Monthly APRs are required unless EGID agrees in writing to a different interval.
- C.9.12.1.** Describe the procedures the TPA will utilize to obtain this medical information.
- C.9.13. The TPA shall request in writing any required information needed for claims administration. All members shall be notified of all requested information from the provider. The TPA shall send a second request for any outstanding information within thirty (30) calendar days from the original request. If the requested information is not received the TPA shall close the claim within sixty (60) calendar days. The member shall be notified of the closed claim. The TPA shall review any request from the provider, member, or EGID regarding a claim that was denied in part or in whole. Written correspondence shall be sent to the member and/or provider within ten (10) calendar days from the request, explaining the disposition of this review.
- C.9.13.1.** Describe in detail the process for handling the evaluation and release of pended claims.
- C.9.14. For disabled members who remain active employees, the TPA shall send a monthly letter of inquiry to the member's employer regarding the member's employment and leave status.
- C.9.14.1.** Describe the written procedure that will be utilized to contact each employer to obtain employee status (active, terminated) and leave of absence status.
- C.9.15. The TPA shall require a signed W-4 from the member which shall be utilized to calculate the appropriate tax withholdings. The TPA shall make adjustments to withheld amounts, as necessary, due to member reimbursements from overpayments, to comply with Internal Revenue Service regulations.
- C.9.15.1.** Describe the process utilized by the TPA to withhold appropriate tax withholdings.
- C.9.16. The TPA shall comply with requirements for sick pay as defined by EGID in accordance with the Department of the Treasury Internal Revenue Service Circular E, Employer's Tax Guide.
- C.9.17. The TPA shall provide all research, documentation and witnesses requested by EGID for grievance hearings and litigation arising from disability claims.
- C.9.17.1.** Describe the TPAs experience in providing necessary documentation for grievances.
- C.9.18. The TPA shall have a case management system and staff that assists in managing the disability recipients.
- C.9.18.1.** Describe the case management system including how the TPA proposes to identify claims appropriate for case management.
- C.9.19. The TPA shall notify and advise claimants as to other benefit programs available to the disabled member, such as: Social Security, Workers' Compensation, Retirement and the Department of Rehabilitation Services.
- C.9.19.1.** Describe in detail the procedure utilized by the TPA to notify and advise the disability recipients of other available benefit programs.
- C.9.20. The TPA shall notify EGID of all changes of addresses indicated on forms and/or correspondence from plan participants. The TPA shall mail EOBs and all correspondence to the address provided by EGID and shall not change or modify addresses without the specific consent from EGID.
- C.9.20.1.** Describe in detail the procedures the TPA will follow to timely comply with C.9.20.
- C.9.21. The TPA shall be responsible for all activities associated with the recovery of overpayments resulting from other benefits that are recognized offsets to the plan. All cash repayments of retroactive awards shall be made payable to EGID. The TPA shall be responsible for overpayments made that are a direct result of the TPA's error. EGID shall deduct from the TPA's monthly administrative fee any outstanding overpayment as a direct result of the TPA's error not collected within six (6) months of identification of the error.
- C.9.22. The TPA shall notify EGID of all unresolved payment errors to members within thirty (30) calendar days after the first identification of any such errors.

- C.9.23. When a payment has been made for more than the correct amount, the TPA shall, within fourteen (14) calendar days of discovery of the payment error, generate a letter asking for reimbursement of the overpayment as agreed to in the required Reimbursement Agreement. Benefits shall be reduced to recover any outstanding overpayment until the overpayment is reimbursed. If no benefits are available to the member and the member does not reimburse the overpayment, a second letter will be automatically sent in thirty (30) days. Collection efforts will continue as directed by EGID.
- C.9.24. The TPA shall set up and timely maintain at all times an account receivable system that shall track all member payment errors, the amount of the error, the date of identification of the error, amounts withheld against the amounts due to the members and any other information requested by EGID.
- C.9.24.1.** Describe the overpayment recovery procedures.
- C.9.25. If it has been determined that any payment has been made to a member that is less than the correct amount, the TPA shall, in the next payment cycle, make appropriate adjustments and initiate correct payment. All adjustments must balance the financial record of the plan with that of the claims history file.
- C.9.26. The TPA agrees that the benefit determination shall be at the sole discretion of EGID and that no additional charges shall be made to EGID for administrative services as a result of changes in the benefits.
- C.9.27. The TPA shall assist EGID in intercepting Oklahoma State tax refunds and will provide the necessary information in a format acceptable to the Oklahoma Tax Commission.
- C.9.27.1.** Describe in detail the procedures for intercepting Oklahoma State tax refunds.
- C.9.28. The TPA shall be responsible for all costs related to claims investigation, travel expenses, and appeal/approval processes.
- C.9.29. **Eligibility.** The TPA must demonstrate the ability to interface effectively, electronically and operationally with EGID's eligibility system. The TPA must demonstrate its ability to receive and process eligibility, maintaining an accurate representation of EGID member data on its system, providing timely and detailed error reporting in an electronic batch form to EGID. The TPA shall use the eligibility data in the file formats provided in **Exhibit B**. If modifications are necessary to EGID's current export process, the TPA shall load and test files in a mutually agreed upon process that meets EGID's requirements. The transfer of eligibility data shall include but not be limited to; changes, new hires and terminations.
- C.9.29.1.** Describe in detail the TPA's policies and procedures for accepting eligibility and enrollment data, error reporting, reconciliation processes, and record retention.
- C.9.29.2.** Describe whether the TPA offers an alternative to the eligibility layout in **Exhibit B**.
- C.9.30. **Eligibility Errors.** The TPA shall provide EGID an electronic report which identifies detailed eligibility information of records that have errors and the reason for the rejection.
- C.9.30.1.** Describe the TPA's procedures to accomplish this requirement.
- C.9.30.2.** Provide a copy of an "error and reject" eligibility report.

C.10. Customer Service

- C.10.1. **Call Center.** The TPA shall maintain a toll-free customer service call center. Toll-free numbers shall be provided for EGID. The TPA's call center shall be staffed by customer service representatives, at a minimum, from 7:30 a.m. to 6:00 p.m. Central Time Zone, Monday through Friday, except for State of Oklahoma holidays. The TPA shall adequately staff for any holidays it observes that are not legal holidays of the State of Oklahoma.
- C.10.1.1.** Describe the telephone system capabilities including the routing system and the efficiencies offered to members and providers.
- C.10.1.1.1. Describe how the customer service department is staffed.
- C.10.1.1.2. Describe the customer service support available for member issues.
- C.10.1.2.** Provide the average abandonment rate and average length of time to answer incoming customer service lines during each of the past twelve (12) months.
- C.10.2. Describe the initial and ongoing training programs for customer service representatives.
- C.10.2.1.** Describe in detail the TPA's method for tracking, reporting, and identifying trends indicating the categories being monitored.
- C.10.2.2.** Describe the tools that supervisors and managers have online to manage, evaluate, and immediately correct, the quality of customer service representative performance.
- C.10.3. **Special Services.** The TPA shall provide service to non-English speaking, hearing impaired and visually impaired members.

C.10.3.1. Describe the TPA's ability to provide special services and how they are accessed.

C.10.4. Member Communication. EGID requires review and approval of all printed materials sent to plan participants. The TPA shall direct member inquiries about plans offered to EGID's website.

C.11. Specific Data Requirements

C.11.1. Encryption. The TPA shall use Pretty Good Privacy (PGP) as its standard encryption application and encrypted files shall be sent over Secure File Transfer Protocol (SFTP). EGID policy dictates that all files at rest must be encrypted. Email communications shall be carried out over Transport Layer Security (TLS) connections.

C.11.1.1. Describe the TPA's security and encryption standards.

C.11.1.2. Describe how daily operational email will be encrypted and routed between the TPA and EGID.

C.11.2. Data Dictionary. The TPA must provide a data dictionary of all fields that are operational in any system proposed. This data dictionary must include the length of the field and a specific description of the data stored in each field.

C.11.3. Paid Claims Report. The TPA is required to provide accurate, detailed claims report including paid and adjusted claims detail to EGID on a monthly basis without limitation or charge. An additional file will be due the day at year end with detailed EOB information.

C.11.4. Disaster Recovery. The TPA shall have a disaster recovery plan. The TPA shall have policies and procedures in place to control, limit or prevent the transportation and storage of client data on laptop computers, compact disks, flash memory devices or any other portable member device.

C.11.4.1. Briefly describe its business recovery strategy to restore full business functionality in the event of a disruption in service or disaster including:

C.11.4.1.1. Backup policies, procedures and storage

C.11.4.1.2. Fire suppression system and redundancies

C.11.4.1.3. Environmental controls and redundancies

C.11.4.1.4. Recovery provisions, Hotsite/Coldsite

C.11.4.1.5. Contingency plan if hardware is destroyed

C.11.4.1.6. Contingency test results

C.11.4.2. Describe the TPAs policies and procedures to limit or prevent the transportation or storage of client data.

C.11.5. Down Time. The TPA shall inform EGID immediately via email upon notification of down time for any systems that are utilized and impact EGID business. The TPA shall inform EGID prior to scheduled system downtime by the TPA for maintenance.

C.11.5.1. What percentage of system down-time was experienced last year?

C.11.5.2. What was the percentage of scheduled system down-time versus emergency down time?

C.11.6. Disposal of Media. The TPA shall comply with the State of Oklahoma's policy for disposal of storage media by specific destruction methods found at <https://www.ok.gov/cio/documents/InfoSecPPG.pdf>.

C.11.6.1. Describe the TPA's current methods and policies used to dispose of storage media.

C.12. Quality Assurance

C.12.1. Internal Quality Assurance. The TPA shall determine that its internal controls and its systems adjudication processes are sufficient to achieve quality results. The internal quality assurance program shall be staffed by individuals that possess significant experience and expertise in claims auditing and shall be independent of the utilization management, claims processing and customer service functions.

C.12.1.1. Describe in detail the TPA's quality assurance program to identify trends and measure performance standards including minimum qualifications of the staff affiliated with the program.

C.12.1.2. Describe the TPAs audit standards for focused audits, processor audits, claim stratification audits, high dollar audits, and emerging trend audits.

C.12.2. Outside Auditors. EGID contracts with an independent audit firm to conduct an annual audit of the financial statements of EGID. To facilitate these audits, the TPA shall promptly provide detail or summary claims data and requested supporting documentation. The TPA shall allow reasonable access to the TPA's personnel. The results of the audit findings may require the TPA's quality assurance program to review additional claims. The TPA shall respond in writing within fifteen (15) calendar days of receipt of the audit data requests providing complete details as specified.

C.12.2.1. Describe the TPA's experience working with outside auditors.

C.13. General Administration

- C.13.1. **Payments to Providers/Members.** Pursuant to 62 O.S. 2010, Section 34.64 H, all payments disbursed from the State Treasury shall be conveyed solely through an electronic payment mechanism. It is preferred that the TPA issue Electronic Fund Transfer (EFT), warrants or drafts as reimbursement drawn upon a designated account of EGID. All payments shall be drawn pursuant to the requirements of the State Treasurer of Oklahoma. These payments are payable through the Federal Reserve System. EFT issue records are to be dated three (3) business days in advance of issue according to the valid payment day calendar from State Treasury.
- C.13.1.1. Describe in detail the TPA's ability for handling EFTs and any limitations.
- C.13.2. **Reporting of Payments.** The TPA shall electronically transfer files the same day checks are released for EGID as follows:
- C.13.2.1. Detail Check Register in flat file (**Exhibit C**)
- C.13.2.2. Check Register in excel that lists paid claims with check numbers with a grand total.
- C.13.2.3. An Issue File flat file for the State Treasurer. (**Exhibit D**)
- C.13.2.3.1. Describe in detail the TPA's experience in creating and transmitting issue files and check registers to appropriate parties.
- C.13.2.3.2. Describe in detail the TPA's client billing payment and procedures.
- C.13.3. **Refunds.** The TPA shall post all incoming checks, money orders, offsets or other payments on a daily basis. The TPA shall endorse checks and money orders with the appropriate stamp and deliver them to EGID on a daily basis.
- C.13.4. **941s, W-2s and 1099s.** The TPA shall produce on a quarterly basis the 941s and file within the applicable time period. The TPA shall also mail within thirty (30) calendar days following the end of the calendar year the Federal Tax W-2s and 1099s. The TPA shall provide the electronic tax files to the IRS and the TPA shall be responsible to reconcile all errors that are provided to the TPA by the IRS. The TPA shall be responsible for penalties and interest associated with delinquent tax remittance when the delinquency is due to the TPA's failure to be accurate or timely.
- C.13.4.1. Describe the TPA's procedures and experience for handling tax reporting requirements.
- C.13.5. **Attendance at Meetings.** The TPA shall provide representation at periodic meetings or functions as requested by EGID. The current TPA attends quarterly Board meetings at EGID and must be available upon request at monthly Committee meetings or any other special meetings. The Board meeting dates are set a year in advance. The meeting dates and current agendas are posted to the EGID website at <https://ok.gov/sib/>. Special meeting requests shall be provided in writing to the TPA at least one week prior to the meeting date.
- C.13.6. **Workflow.** EGID's Workflow application allows EGID and the TPA to track members' issues from identification through resolution. The application is accessible remotely using a Microsoft Internet Explorer compatible browser and a connection to the Internet. The TPA must access and update information from EGID via the web based Workflow. The TPA shall finalize all workflows within five (5) business days from receipt by the TPA or within two (2) business days of when additional information was received by the TPA from the member or provider.
- C.13.7. Technical Contact.
- C.13.7.1. The TPA shall provide a dedicated primary and secondary contact for EGID. The technical contact must be reasonably available to assist with any modifications necessary to EGID's import and export process at any time during the life of the contract.
- C.13.7.1.1. Provide the TPA's technical contact titles, relevant skills and years of experience.
- C.13.8. **Major Conversion.** The TPA must verify and commit that during the length of the contract, it shall not undertake a major conversion for, or related to, the system used to deliver services to EGID without specific written notice to and approval from EGID no less than six (6) months prior to use in production. Notice of minor program changes, fixes, modifications and enhancements that may impact EGID must be provided to EGID no less than thirty (30) days prior to use in production and only upon EGID approval.
- C.13.9. **Significant Event.** The TPA shall provide the timeframe within which it would notify EGID, unless prohibited by securities law, of any current or prospective "significant event" on an ongoing basis. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the TPA's ability to meet its obligations including, but not limited to, any of the following:
- C.13.9.1. Disposal of major assets.
- C.13.9.2. Any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract
- C.13.9.3. Termination or modification of any contract or subcontract, if such termination or modification may have a material effect on the TPA's obligations under this contract

- C.13.9.4.** The TPA's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings
- C.13.9.5.** The withdrawal of, or notice of the intent to withdraw, any license required under state or federal law
- C.13.9.6.** Default on a loan or other financial obligations
- C.13.9.7.** Impairment of the security offered as a performance guarantee
- C.13.9.8.** Strikes, slow-downs or substantial impairment of the TPA's facilities or of other facilities used by the TPA in the performance of this contract
- C.13.9.9.** Changes in background information about the TPA or its subcontractor(s)
- C.13.9.10.** Reduction or changes in key personnel and any fluctuation of claims examiners, customer service representatives or claims adjusters
- C.13.9.11.** Known or anticipated merger or acquisition
- C.13.9.12.** Known, planned or anticipated stock sales
- C.13.9.13.** Any reorganization
- C.13.9.14.** Any litigation filed by a member against the TPA
- C.13.9.15.** Any sale or corporate merger
- C.13.9.16.** Any name change.
- C.13.10.** Provide the timeframe the TPA has in place to notify EGID of such events.
- C.13.11.** Does the TPA anticipate any changes in the organization's basic ownership structure or any other significant changes in the organization within the next twelve (12) to twenty-four (24) months? If yes, please explain.
- C.13.12.** Organizational Structure. Describe the organization and its history, legal structure, ownership, affiliations and related parties. Supply an organizational chart and resumes of key personnel. Also, provide an organizational chart for the TPA that includes the department/divisions and positions of those individuals with ultimate responsibility for EGID's account.
- C.13.13.** Additional Services. Describe in detail what additional services and opportunities that the TPA can provide beyond the services required in this RFP at no cost or at additional cost to EGID.

C.14. Implementation.

- C.14.1.** Business Plan. Within thirty (30) days of the award of this contract, the TPA shall provide separate and detailed business plans containing time-commitments for each objective and task, specific to the current status of EGID. The business plan shall include identification of all steps that the TPA considers necessary to commence claims administration on July 1, 2017, including, but not limited to:
 - C.14.1.1.** Transfer of all open and active disability claimants
 - C.14.1.2.** Eligibility
 - C.14.1.3.** Ongoing training for all areas to include EGID
 - C.14.1.4.** Coordinating with EGID and other contractors for requirements of this RFP
 - C.14.1.5.** Establishing communications and satisfactory interface with EGID and its other contractors
 - C.14.1.6.** Providing all hardware, software and telecommunications equipment required to administer claims
 - C.14.1.7.** Expanding the TPA business where necessary to administer the contract
 - C.14.1.8.** Initial and ongoing training of benefits to all TPA staff.
- C.14.2.** **Implementation Manager.** Name the person in your organization assigned the responsibility for assuring the timeliness and success of any EGID implementation/conversion. Describe the individual's qualifications and provide a reference from a recently completed implementation.
 - C.14.2.1.** Describe if the implementation manager is solely dedicated to EGID implementation. If not, please provide how many other implementation projects this proposed employee will have to coordinate simultaneously.
 - C.14.2.2.** Will the Implementation Manager be responsible for all implementation activities or will there be separate teams?

C.15. Performance Standards

- C.15.1. The TPA shall adhere to the performance standards as detailed in Exhibit E, included in this RFP. Failure to meet the Performance Guarantees shall constitute a breach of the contract and may result in termination, liquidated damages and/or disqualification from bidding on any future RFPs issued by the State of Oklahoma for a period of time not to exceed three (3) years. Failure to meet the Performance Guarantees shall result in an assessment of actual damages, provided actual damages can be calculated; otherwise, liquidated damages shall be assessed in accordance with this agreement and for the sole purpose of compensating EGID an amount of money sustained by the TPA's breach of contract. EGID shall incur no damages, including but not limited to interest payments to providers and/or members, for the TPA's failure to meet the Performance Guarantees.
- C.15.2. **Damages.** All liquidated damages pursuant to the contract shall be reported and assessed on a monthly basis based upon the results of the TPA's internal Quality Assurance audits. EGID shall withhold the amount of damages amount from the administration fee. However, EGID, or its designated representative, reserves the right to periodically conduct audits to verify that the performance standards are being met. The findings of the audits performed by EGID, or its designated representative, shall be conclusive.
- C.15.3. **Performance Guarantees.** The TPA shall agree/disagree with the Performance Guarantees in **Exhibit E** and indicate the liquidated damages the TPA is willing to risk for each performance standard.
- C.15.3.1.** Other than what is required by the performance standards of this RFP, what additional performance guarantees is the TPA willing to make to EGID?

C.16. Reporting

- C.16.1. The statistical information contained in Exhibits and throughout this document, is believed to be accurate for the date specified but is not intended as, and must not be considered, an express or implied warranty by EGID.
- C.16.2. The TPA shall comply with the reporting requirements as determined by EGID.
- C.16.3. The TPA shall develop ad hoc reports as needed by EGID. Once an ad hoc report is developed and implemented, it shall be categorized as a standard report and performance standards shall apply.

D. EVALUATION

D.1. Evaluation and Award

- D.1.1. All proposals will be evaluated for compliance with Minimum Requirements in Section E 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. TPAs whose proposals need minor clarification will be allowed to clarify those points. Only bids meeting all Minimum Requirements will be evaluated further.
- D.1.2. This RFP will be evaluated as best value in accordance with Title 74, §85. The best value criteria for this proposal is listed below and all proposals will be reviewed and awarded based on the following evaluation criteria:
- D.1.2.1.** Compliance with Special Provisions B.1 – B.21
 - D.1.2.2.** Experience performing Solicitation Specifications C.1 – C.16
 - D.1.2.3.** Quality of Response regarding Solicitation Specifications C.1 – C.16
 - D.1.2.4.** Price and Cost – H
 - D.1.2.5.** Performance Standard Guarantees C.15 & Exhibit E

D.2. Negotiation (in addition to Section A.13)

- D.2.1. The State reserves the right to request demonstrations and clarifications from any or all responding bidders.
- D.2.2. The State reserves the right to accept or reject any or all proposals or portions thereof.
- D.2.3. The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all bidders. The purpose of any such discussion shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the supplier shall put such clarification in writing.
- D.2.4. OMES/CP and EGID reserves the right to consider historical information and facts, whether gained from the TPA's proposal, question and answer conferences, or references in the evaluation process.

- D.2.5. The TPA is cautioned that it is the TPA'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 TPA's proposal. Failure to submit such information may cause an adverse impact on the evaluation of the TPA's Proposal.

E. INSTRUCTIONS TO BIDDER

E.1. Minimum Requirements

The TPA shall comply with all requirements in this section and provide proper documentation in its response to each Minimum Requirement. The TPA's compliance with the requirements in this section shall be determined according to the sole unrestricted discretion of EGID. The TPA 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 that requirement for the duration of the contract. Proposals failing to meet Minimum Requirements shall not be considered.

- E.1.1. **Financial Information.** The TPA must demonstrate its financial stability by providing EGID with copies of audited financial statements for the TPA's three (3) fiscal years previous to the date of its response. EGID shall exercise its sole discretion in evaluating such information. The contracted TPA shall continue to provide such financial information to EGID on an annual basis. If the TPA 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 TPA.
- E.1.2. **Experience.** The TPA shall document its experience in performing the requested TPA services outlined in this RFP at Section C, Solicitation Specifications for a minimum of five (5) years. The TPA must demonstrate experience in working with Social Security Administration, the Workers' Compensation Court and all other entities providing related benefits and/or reimbursement.
- E.1.2.1. Provide the number of claims managed for the last three (3) years for STD, LTD, and individual disability claims.
- E.1.2.2. The TPA shall demonstrate that it has successfully converted and successfully serviced at least two (2) group disability clients to the TPA's existing claims processing system.
- E.1.2.3. The TPA shall provide the total number of enrollees directly contracting for disability claims administration as of June 30, 2016 and the total number of dollars paid by the organization for disability claims for the most recent twelve month period.
- E.1.2.4. The TPA shall disclose the percentage of its full service book of business represented by EGID if it has or were to have had EGID as a client in 2017.
- E.1.2.5. The TPA shall describe the number of full-time equivalent (FTE) employees, qualifications and experience of the TPA's account staff and how it will provide support to EGID in the areas of STD claim management, active LTD claim management, LTD maintenance claim management, overpayment recovery (if separate), claim department manager or team lead, account manager, and others such as vocational and medical support staff.
- E.1.3. **References.** Provide contact names of at least one non-affiliated current client. Include telephone numbers, email addresses, fax numbers, types of services provided, and the number of participants for clients with demographics and services similar to EGID.
- E.1.4. **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 TPA must provide a copy of its administrator's license issued by the Insurance Commissioner for the State of Oklahoma.
- E.1.5. **Conflict.** The TPA shall disclose any apparent or potential conflict of interest or affirm that it has none. The TPA shall have no interest, direct or indirect, that could be perceived to conflict in any manner or degree with the performance of services required under this contract. The TPA shall not engage in any conduct that violates or induces others to violate provisions in the Oklahoma Statutes 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. (2001), § 85.3. Any company that provides health insurance services or operates an HMO to the same, or part of the same, population as EGID is put on notice that EGID may consider this a conflict of interest.
- E.1.6. **Lawsuits and Litigation.** The TPA must disclose, unless prohibited by securities laws, any prior lawsuits and litigation, violations of administrative rules and hearings, or any lawsuits and litigation threatened or impending, involving itself and 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. The TPA must disclose any settlements, compromises or Judgments of Record resulting from the foregoing described litigation or administrative proceedings for the past five (5) years or affirm there are none. If the TPA determines the aforementioned information to be confidential, it shall provide a statement of that fact.

- E.1.7. The TPA 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 other than the TPA and resulted in a settlement with or judgment against the TPA in any jurisdiction in the United States in an amount of One Hundred Thousand Dollars (\$100,000) or more within the previous five (5) years, or affirm there are none.
- E.1.8. The TPA shall disclose any data security breaches and specifically any HIPAA security breaches that were reported to any federal or state authority by the TPA within the previous three (3) years.
- E.1.9. The TPA shall disclose if it has any past or pending investigation, legal actions, administrative actions, or matter subject to arbitration brought involving the TPA (and TPA's parent firm if applicable), including any key management or executive staff, over the past three years on matters relating to payments from governmental entities, both federal and state, for healthcare and/or prescription drug services. The disclosure should include an explanation as well as the current status and or disposition.

E.2. Proposal Process

- E.2.1. The TPA shall comply with all requirements in this section. The TPA must state in its response exactly how it will comply, providing detailed information and stating affirmatively its understanding of the requirement(s). Any alternative method offered by the TPA to the required Scope of Services shall be considered as to whether the alternative method is or is not in the best interest of EGID, and shall be evaluated accordingly. Said alternative method shall be listed by the TPA in the attached Statement of Compliance.
- E.2.2. The TPA shall submit with its proposal an executive summary no longer than two (2) pages, outlining significant features of the proposal. The summary should highlight the TPA's philosophy, its experience with similar programs and the administrative approach presented in the proposal. The summary must also include a description of the TPA's understanding of EGID's RFP along with organizational and conceptual approaches to be used.
- E.2.3. The proposal will be received by OMES/CP. After opening, it will be reviewed by OMES/CP for conformation with the Proposal Submission Requirements. Non-conforming proposals will not be considered further and may be deemed non-responsive. OMES/CP will then forward the responsive proposals to EGID.
- E.2.4. EGID's Evaluation Committee will in turn review for compliance with Minimum Requirements. Proposals that do not meet Minimum Requirements shall not be considered further.
- E.2.5. EGID will then review the acceptable proposals in their entirety. That process will result in the identification of proposals, which, in the opinion of EGID would result in an acceptable TPA. References will then be checked and OMES/CP will invite selected TPAs to Oklahoma City for discussions and demonstrations or OMES/CP may request a site visit to the TPA's offices.
- E.2.6. Proposal Format. Proposals shall be prepared in the format described below. Failure to comply with the specified format shall lead to a TPA's proposal being declared non-responsive. EGID is especially concerned that the format of the proposal sequentially responds to the requested services, Minimum Requirements and other questions that shall be addressed within the RFP. The TPA should restate the service, requirement, or question and then state its response. The TPA shall assign consecutive page numbers in its response.
 - E.2.6.1.** Appendices should be similarly sequential. Any other information thought to be relevant, but not applicable to the prescribed format, should be provided as appendices to the proposal. If a TPA supplied a publication to respond to a requirement, the response should include references to the publication and page number. Proposals without this reference shall be considered to have no reference materials included.
- E.2.7. In the event the TPA proposes a service requirement by different procedures with a similar result, the TPA shall explain in detail and provide the potential impact to EGID and its members. No such alternative method may be substituted by the TPA without express written approval of EGID.
- E.2.8. All services required in this RFP are all-inclusive, and the TPA shall not charge any additional fees to EGID including, but not limited to line charges, upgrades, mailings, postage. Any additional services that the TPA intends to provide EGID, and which are included in the fees quoted in the response to this RFP, should be described in the TPA's response. Any additional services that the TPA intends to provide EGID, and which are not included in the administrative fees quoted, shall be itemized in the TPA's financial proposal.
- E.2.9. Vendors are to submit two (2) electronic copies of their completed response, to include scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on a CD. Faxed or emailed responses will not be accepted. Hard copies of the solicitation are not needed. This requirement overrides A.2.4 of the General Provisions.

E.3. Restrictions on Communication with EGID Staff

From the issue date of this RFP until a TPA is selected, TPAs are not allowed to discuss this RFP with any Oklahoma Employees Insurance Benefits Board member, EGID employee or any Consultant to EGID unless the discussion is part of the OMES/CP negotiation process. This restriction shall not prohibit discussions needed by the current TPA to perform its job. Any violation of this restriction shall result in disqualification.

E.4. Information from One Supplier Concerning Another Is Prohibited.

TPAs are advised that OMES/CP and EGID are not interested in, nor will it consider, allegations of lack of qualification or of impropriety made or initiated by any TPA concerning another TPA at any point during the competitive bid process. Inclusion of such information in the RFP response or communication of such information to any state officials, state staff or its contractors after proposal submission shall 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.5. Revisions to the RFP and/or Solicitation Responses

- E.5.1. OMES/CP and EGID may at any time hereafter supplement the RFP, the bid and the resulting contract for purposes of enumerating, defining, and clarifying services, duties and functions, but not to add new services, duties, or functions. Any changes made to the RFP, bid, and resulting contracting will be done by Amendment or Addendum.
- E.5.2. During the evaluation period, the TPAs may be requested to present supplemental information clarifying its proposal. This supplemental information will be requested by OMES/CP and the information must be submitted in writing to OMES/CP and will be included as a formal part of the TPA's proposal.

E.6. Proposal Withdrawal

Before the proposal opening date and time, a submitted proposal shall be withdrawn by a written request signed by the proposer and emailed to the Contracting Officer at Leanna.Edmonds@omes.ok.gov.

F. CHECKLIST

F.1. Vendor Response

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

- F.1.1. OMES Form CP 076 – Responding Bidder Information
- F.1.2. OMES Form CP 004 –Certification for Competitive Bid and/or Contract
- F.1.3. Response to Section C
- F.1.4. References
- F.1.5. Business Associate Agreement (Attachment 1)
- F.1.6. Statement of Compliance (Attachment 2)
- F.1.7. Price and Cost (Attachment 3)
- F.1.8. Two (2) electronic copies as outlined in Section E.2.9.

G. OTHER

G.1. Questions

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than December 9, 2016 at 3:00 p.m. Central Standard Time. Questions are to be emailed to Leanna.Edmonds@omes.ok.gov. Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. Any communication regarding this RFP must be sent to the Contracting Officer listed above. Failure to do so, (contacting the agency directly) may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions.

G.2. Business Associate Agreement

The TPA, as a "Business Associate," agrees to execute the 'Business Associate Agreement' upon award of the contract between Oklahoma Management and Enterprise Services Human Capital Management Employees Group Insurance Division, hereafter known as "EGID", and the TPA as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) statutes and regulations. See **Attachment 1** for the Business Associate Agreement.

G.3. Statement of Compliance

The TPA shall complete the Statement of Compliance in **Attachment 2**.

G.4. Schedule of Events

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

Central Purchasing Releases RFP	December 1, 2016
Deadline for Questions	December 9, 2016 by 3:00 p.m. CST
Amendment to Questions Posted	December 14, 2016
Proposals Due	December 28, 2016 by 3:00 p.m. CST
Pre-Award On-Site Visits (if necessary)	January, 2017
Negotiation Meeting(s) (if necessary)	January, 2017
Final Negotiations Response Due	January, 2017
EGID's Recommendation to Central Purchasing	February, 2017
Central Purchasing Awards Contract	No later than February 17, 2017
Eligibility & Customer Service Functional	June, 2017
Claims Administration begins	July 1, 2017

H. PRICE AND COST

H.1. Pricing

- H.1.1. In accordance with Oklahoma State Statutes, EGID shall compensate the TPA on a monthly basis for services that have been performed for the preceding month, pursuant to the terms of this contract. All invoices and payments of invoices are subject to subsequent adjustments based upon proper documentation. EGID shall pay uncontested administrative fee invoices in full within fifteen (15) business days of the invoice date. The administrative fee assumes EGID or other TPAs of EGID will perform all eligible-person enrollment and billing. EGID intends for all services described in the TPA's response to be included in the administrative fee unless the fee and the service are specifically identified as a separate charge.
- H.1.2. The TPA cannot charge separate start-up costs.
- H.1.3. Provide detailed documentation demonstrating how the financial proposal was determined, including the specific elements and methodology of the bid, assumptions used in pricing elements of the bid and the inflation factor used for each year of the contract.
- H.1.4. How does the TPA propose to profit from this contract?
- H.1.5. Identify costly RFP requirements that EGID might eliminate to significantly impact its expenses.
- H.1.6. Provide price and cost in **Attachment 3**. The TPA must describe if the proposed prices is Per Member Per Month, Per Open Claim Per Month, or other options.
- H.1.7. Transition Fees. Provide a quote for any transition fees separately.

Exhibit A - Paid Claims History

HeathlChoice Disability Plan							Eligible Members
Short Term		Long Term		Total			
Claim #	Paid \$	Claim #	Paid \$	Claim #	Paid \$		
Jan-15	63	61,660	694	256,181	757	317,840	36,963
Feb-15	59	70,576	687	284,809	746	355,385	36,993
Mar-15	57	52,171	683	246,978	740	299,148	37,104
Apr-15	62	81,500	677	252,363	739	333,863	37,090
May-15	73	102,744	676	262,259	749	365,003	37,170
Jun-15	76	86,058	672	245,287	748	331,345	37,154
Jul-15	68	87,855	681	247,218	749	335,073	37,226
Aug-15	75	73,430	683	247,949	758	321,379	37,139
Sep-15	64	91,442	681	258,434	745	349,876	37,186
Oct-15	68	78,468	677	262,933	745	341,401	37,239
Nov-15	54	72,120	665	254,855	719	326,976	37,381
Dec-15	57	67,100	665	260,868	722	327,968	37,632
	776	925,122	8,141	3,080,135	8,917	4,005,257	



Exhibit B – Eligibility Layout – part 1 - Disability Full File

Export Overview

I. Business Overview

This export file will contain eligibility data for member in Disability fund. A weekly Full file will be sent to the awarded vendor for claims processing.

File layout: Fixed length 650

Save as options: Text File

Of Files Generated: 1 File

Data formatting:

Alphanumeric – left justified and padded with trailing spaces

Dates – YYYYMMDD format

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

II. Selection Criteria:

Each eligible member will have its own record. Fields with demographic information should be specific to the member. Example, member record will contain the member name, address, date of birth and gender. There will be no dependent info included on this file.

Select all members enrolled in following:

Fund	Plan
Disability	Disability

For type of file = Full File

- The file must include all ACTIVE members as of the date of the export. ACTIVE is defined as Members whose Enrollment Termination date is > the As of Date or Blank.
- Only members enrolled in Disability plans should be included.

III. Export Sections and Sequence

Records must be sorted in ascending order by SSN, then by Person code and then by record type, so that all the records for a single employee are grouped together in chronological order of date

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

IV. Export Parameters



GUI Label	Widget Type	Description (include default value)	Format
As of Date	Text Field	Date of the export –	MM/DD/YYYY

V. Steps to create export:

Step #	Description
1	Run batch
2	Go Admin->Export->Data->Create Export

VI. Record Layouts

Header

Start Position	Stop Position	Field Name	Length	Data Type	Required	Format	Value/Default	Description
1	1	Record type		A/N	Y		1	Indicates header file
2	10	Carrier		A/N	Y		9010	Assigned by APCS, Indicates this file is from OSEEGIB
11	35	Address1		A/N	N		3545 NW 58th Street	
36	60	Address2		A/N	N		Suite 110	
61	80	City		A/N			Oklahoma City	
81	82	State		A/N	N		OK	
83	92	Zip		A/N	N		73112	
93	102	Phone		A/N	N		405-717-8888	
103	110	Creation Date		N	Y	YYYYMMDD		Creation date of this file.
111	650	Filler						



Detail

Start Position	Stop Position	Field Name	Vitech Length	Data Type	Required	Format	Value/ Default	Description
1	1	Record type	1	A/N	Y		F for full file	Indicate if the record type is an Add record or a change record.
2	10	Carrier	9	A/N	Y		9010	9010 Hard coded for every record, stands for OSEEGIB
11	20	Account	10	A/N	Y		40 = State, 42 = Ed, 43 = Local Government	Indicates Group Association. Leave Blank for dependent records
21	30	Group	10	A/N	Y			Member's employer code
31	39	Member_Id	9	A/N	Y			Unique Identifier for member record. If member has specified to use member code, then member code, else the member's SSN
40	41	Person Code	2	A/N	Y		Default = 00 (member)	Unique identifier for this person record as he/she relates to the member. Member Custom field
42	43	Relationship	2	A/N	N			Not Used
44	93	Last Name	50	A/N	Y			The last name of this person record.
94	143	First Name	50	A/N	Y			The first name of this person record.
144	144	Middle Initial	1	A/N	Y			The middle initial of this person record.
145	145	Sex	1	A/N	Y			The sex of this person record.
146	153	Date of Birth	8	N	Y	YYYYM MDD		The birth date of this person record.
154	161	Effective Date	8	N	Y	YYYYM MDD		The effective date for this person's coverage
162	169	Termination Date	8	N	N			No term on a Full File – not used
170	229	Address1	60	A/N	Y			Member Address_Line1.
230	259	Address2	30	A/N	Y			Member Address_Line2.



260	309	City	50	A/N	Y			Member City
310	311	State	2	A/N	Y			Member State
312	321	Zip	9	A/N	Y			Member Zip
322	331	Primary Phone	10	A/N	Y			Member Primary Phone
332	332	Alt Ins Indicator	1	A/N	N			From Member Info Tab – Not used
333	342	Alt Ins Code	10	A/N	N			From Member Info Tab – Not used
343	360	Alt Ins ID	18	A/N	N			From Member Info Tab – Not used
361	369	Alt physician Id			N			Provider ID- Not used
370	379	Status	10	A/N	Y		Always = A (Active)	Member Status – defaulted to A
380	389	Plan Code	10	A/N	Y		Always = 22(Disability)	Defaulted to 22
390	397	Plan Eff Date	8	N	N			From Member Info Tab – Not used
398	398	New card Flag	1	A/N	N			From Member Info Tab – Not used
399	400	Marital Status	2	A/N	Y			The marital status of member
401	410	Alt Phone	10	A/N	N			The Alt phone of member if not populated, should be = 0000000000



411	418	Hire Date	8	N	N	YYYYMMDD		Not used
419	427	Dependent Social	9	A/N	N			Not used
428	428	ID Handicap Code	1	A/N	N			Not used
429	429	Student Code	1	A/N	N			Not used
430	439	Tier code	10	A/N	Y		Default = M (member only)	Code indicating who is enrolled in reported benefit
440	449	Division	10	A/N	Y			Member's employer-division code
450	457	Alt Ins From Date	8	N	N			Member Info Tab – Not used
458	465	Alt Ins Thru Date	8	N	N			Member Info Tab – Not used.
466	466	Pen Claim	1	A/N	N		Y or N	Member Info Tab – Not used
467	467	Pre Ex	1	A/N	N		Y or N	Member Info Tab – Not used
468	478	HCIN	11	A/N	N			Member Info Tab – Not used
479	488	From Group	10	A/N	N			Member Info Tab – Not used
489	498	From Account	10	A/N	N			Member Info Tab – Not used
499	509	From Member_ID	11	A/N	N			Member Info Tab – Not used
510	517	Original Eff Date	8	N	N	YYYYMMDD		Member Info Tab – Not used
518	525	Dental Penalty	8	N	N	YYYYMMDD		Member Info Tab – Not used



526	533	Life Insurance Amt	8N	N	999999.99		Elected Amount Of Life Insurance – Not used
534	548	Country	15A/N	Y			Country of the Address
549	650	Filler					For future Additions.

Trailer

Start Position	Stop Position	Field Name	Length	Vitech Length	Data Type	Required	Format	Value/ Default	Description
1	1	Record Type	1	1	A/N			9	Indicates trailer record
2	10	Carrier	9	9	A/N				TBD
11	19	Total records	9	9	N				Total number of member records (Do NOT include header and trailer)
20	28	Total Adds	9	9	N				Total Number of Add Records – does not apply
29	37	Total Changes	9	9	N				Total Number of Change Records – does not apply
38	46	Total Move History	9	9	N				Number of Records performing a History Move – does not apply
47	650	Filler							



VII. Contact Information

Name	Phone	E-Mail
Provided to awarded vendor		

VIII. Open Issues

#	Author	Date Opened	Issue	Resolution	Date Closed

IX. Assumptions

#	Author	Assumptions

IX. Document Change Log

Date of change	Author	Change Description
6/27/2002	Provided to awarded vendor	Document Created
8/2/2002	Provided to awarded vendor	Updated for layout changes
8/7/2002	Provided to awarded vendor	Update for Tier code logic
08/10/2016	Provided to awarded vendor	Updating entire doc to create a layout for new Disability Full File

X. Sign-off

Reviewed by: _____

Date: _____

Approved by: _____

Date: _____

Exhibit B - Eligibility Layout - part 2 - Valid Values for the EGID Standard Eligibility File

Updated 09/17/2015

Account: 11 - 20	
ST	State
ED	Education
LG	Local Government

Person Code: 40 - 41	
00	Card Holder
01 - 09	Spouse
10 - 99	Dependent Children

Relation Code: 42 - 43	
S	Spouse
C	Child
OC	Other Child
FS	Former Spouse

Sex: 145	
M	Male
F	Female

Alt. Insurance Indicator: 332	
Y	Has Alt. Insurance
N	Does not have Alt. Insurance
Blank	Does not have Alt. Insurance

Status: 370 - 379	
A	Active
P	PreMedicare
M	Medicare
YK	Inactive
C	Cobra
CP	Cobra-PreMedicare
CM	Cobra-Medicare
W	Waived
PN	Active - Child
HT	Cobra - Child
PF	Medicare - Child
7Q	PreMedicare - Child
30	Blended
4Y	MCOB Dep-Primary Prem
E9	PMCOB Dep-Primary Prem
RO	COBRA Dep-Primary Prem
XW	Inactive - Child

New Card Flag: 398	
Y	Yes, produce card
N	Do not produce card
Blank	Do not produce card

Marital Stats: 399 - 400	
M	Married
N	Single
U	Unknown

Exhibit B - Eligibility Layout - part 2 - Valid Values for the EGID Standard Eligibility File

Updated 09/17/2015

Handicap Code: 428	
Y	Dependent is handicap
N	Dependent is not handicap
Blank	Dependent is not handicap

Student Code: 429	
Y	Dependent is a Student
N	Dependent is not a Student
Blank	Dependent is not a Student

Pend Claims Indicator: 466	
Y	Pend Claims for person
N	Do not pend claims for person
Blank	Do not pend claims for person

Pre-Existing Indicator: 467	
Y	Subject to Pre-existing
N	Not subject to Pre-existing Waived
Blank	Not subject to Pre-existing Waived

Plan: 380 - 389		
3	HEALTHCHOICE	HIGH
5	HEALTHCHOICE - DENTAL	DENTAL
12	ASSURANT HERITAGE PLUS (PREPAID)	DENTAL
14	VSP EMPLOYER	VISION
17	SENIOR - COMMUNITYCARE	SENIOR
19	SENIOR - SECURE HORIZONS	SENIOR
20	UNITEDHEALTHCARE SPECIALTY BENEFITS ER	VISION
22	DISABILITY	DISABILITY
25	VSP	VISION
26	UNITEDHEALTHCARE SPECIALTY BENEFITS	VISION
39	BASIC LIFE	LIFE
40	SUPPLEMENTAL LIFE	LIFE
41	SUPPLEMENTAL LIFE AGE-RATED	LIFE
42	DEPENDENT LIFE	STANDARD
43	DEPENDENT LIFE	LOW
58	HUMANA/COMPBENEFITS ER	VISION
59	PRIMARY VISION CARE ER	VISION
62	HUMANA VISION CARE EE	VISION
63	PRIMARY VISION CARE EE	VISION
76	HEALTHCHOICE	BASIC
77	UNITEDHEALTHCARE	ALTERNATIVE
79	SUPERIOR VISION PLAN ER	VISION
81	SUPERIOR VISION PLAN EE	VISION
91	HEALTHCHOICE	USA
94	GLOBALHEALTH HMO	ALTERNATIVE
95	COMMUNITYCARE HMO	ALTERNATIVE
97	ASSURANT FREEDOM PREFERRED	DENTAL
98	CIGNA DENTAL CARE PLAN (PREPAID)	DENTAL
99	DELTA DENTAL PPO-CHOICE	DENTAL
119	HEALTHCHOICE	EMPLOYER PDP RxSUBSIDY1-HIGH
120	HEALTHCHOICE	EMPLOYER PDP RxSUBSIDY2-HIGH
121	HEALTHCHOICE	EMPLOYER PDP RxSUBSIDY3-HIGH
123	HEALTHCHOICE	EMPLOYER PDP RxSUBSIDY4-HIGH

Term 3/31/2012

Term 12/31/2012

Term 3/31/2012

Term 3/31/2012

Term 3/31/2012

Term 12/31/2012

Term 3/31/2012

Term 12/31/2012

Term 12/31/2012

Term 12/31/2012

Term 12/31/2012

Term 12/31/2012

Term 12/31/2012

Exhibit B - Eligibility Layout - part 2 - Valid Values for the EGID Standard Eligibility File

Updated 09/17/2015

124	HEALTHCHOICE	EMPLOYER PDP RxSUBSIDY5-HIGH	Term 12/31/2012
125	HEALTHCHOICE	EMPLOYER PDP RxSUBSIDY6-HIGH	Term 12/31/2012
126	HEALTHCHOICE	EMPLOYER PDP RxSUBSIDY7-HIGH	Term 12/31/2012
127	HEALTHCHOICE	x HIGH x	
128	HEALTHCHOICE	x LOW x	
129	GLOBALHEALTH HMO	STANDARD	Term 12/31/2012
130	COMMUNITYCARE HMO	STANDARD	Term 12/31/2012
134	UNITEDHEALTHCARE	STANDARD	Term 12/31/2012
135	SENIOR - GENERATIONS	SENIOR- HIGH	
137	SENIOR - COMMUNITYCARE	COM100%SUB	
138	SENIOR - COMMUNITYCARE	COM75%SUB	
139	SENIOR - COMMUNITYCARE	COM50%SUB	
140	SENIOR - COMMUNITYCARE	COM25%SUB	
145	SENIOR - SECURE HORIZONS	SH100%SUB	Term 12/31/2012
146	SENIOR - SECURE HORIZONS	SH75%SUB	Term 12/31/2012
147	SENIOR - SECURE HORIZONS	SH50%SUB	Term 12/31/2012
148	SENIOR - SECURE HORIZONS	SH25%SUB	Term 12/31/2012
149	HEALTHCHOICE	EMPLOYER PDP HIGH With Part D	Term 12/31/2015
150	HEALTHCHOICE	EMPLOYER PDP LOW With Part D	Term 12/31/2015
151	HEALTHCHOICE	EMPLOYER PDP RxSUBSIDY1-LOW	Term 12/31/2015
152	HEALTHCHOICE	EMPLOYER PDP RxSUBSIDY2-LOW	Term 12/31/2015
153	HEALTHCHOICE	EMPLOYER PDP RxSUBSIDY3-LOW	Term 12/31/2015
155	HEALTHCHOICE	EMPLOYER PDP RxSUBSIDY4-LOW	Term 12/31/2015
156	HEALTHCHOICE	EMPLOYER PDP RxSUBSIDY5-LOW	Term 12/31/2015
157	HEALTHCHOICE	EMPLOYER PDP RxSUBSIDY6-LOW	Term 12/31/2015
158	HEALTHCHOICE	EMPLOYER PDP RxSUBSIDY7-LOW	Term 12/31/2015
159	DEPENDENT LIFE	PREMIER	
160	HEALTHCHOICE	xxxxHIGHxxxx	
161	HEALTHCHOICE	xxxxLOWxxxx	
166	SURVIVOR LIFE	STANDARD	
167	SURVIVOR LIFE	LOW	
168	SURVIVOR LIFE	PREMIER	
170	SENIOR - GENERATIONS	GEN - HIGH100%SUB	
171	SENIOR - GENERATIONS	GEN - HIGH75%SUB	
172	SENIOR - GENERATIONS	GEN - HIGH50%SUB	
173	SENIOR - GENERATIONS	GEN - HIGH25%SUB	
178	HEALTHCHOICE	HIGH-NEWBORN	
179	HEALTHCHOICE	BASIC-NEWBORN	
180	HEALTHCHOICE	USA-NEWBORN	
181	HEALTHCHOICE	HDHP	
182	ASSURANT HERITAGE SECURE (PREPAID)	DENTAL	
185	HEALTHCHOICE	HDHP-NEWBORN	
194	SURVIVOR - DEPENDENT LIFE	STANDARD	
195	SURVIVOR - DEPENDENT LIFE	PREMIER	
196	SURVIVOR - DEPENDENT LIFE	LOW	
221	UNITEDHEALTHCARE SENIOR SUPPLEMENT	HIGH	Term 12/31/2012
222	UNITEDHEALTHCARE SENIOR SUPPLEMENT	LOW	Term 12/31/2012
223	UNITEDHEALTHCARE SENIOR SUPPLEMENT	HIGH100%SUB	Term 12/31/2012
224	UNITEDHEALTHCARE SENIOR SUPPLEMENT	HIGH75%SUB	Term 12/31/2012
225	UNITEDHEALTHCARE SENIOR SUPPLEMENT	HIGH50%SUB	Term 12/31/2012
226	UNITEDHEALTHCARE SENIOR SUPPLEMENT	HIGH25%SUB	Term 12/31/2012
227	UNITEDHEALTHCARE SENIOR SUPPLEMENT	LOW100%SUB	Term 12/31/2012
228	UNITEDHEALTHCARE SENIOR SUPPLEMENT	LOW75%SUB	Term 12/31/2012
229	UNITEDHEALTHCARE SENIOR SUPPLEMENT	LOW50%SUB	Term 12/31/2012
230	UNITEDHEALTHCARE SENIOR SUPPLEMENT	LOW25%SUB	Term 12/31/2012
236	DELTA DENTAL PPO	DENTAL	
238	DELTA DENTAL PPO PLUS PREMIER	DENTAL	
240	HEALTHCHOICE	HIGH-ALTERNATIVE	
241	HEALTHCHOICE	BASIC-ALTERNATIVE	
242	HEALTHCHOICE	HIGH-ALTERNATIVE-NEWBORN	
243	HEALTHCHOICE	BASIC-ALTERNATIVE-NEWBORN	
244	UNITEDHEALTHCARE	WELLNESS ALT+	Term 12/31/2012

Exhibit B - Eligibility Layout - part 2 - Valid Values for the EGID Standard Eligibility File

Updated 09/17/2015

245	COMMUNITYCARE HMO	WELLNESS ALT+	Term 12/31/2012
246	GLOBALHEALTH HMO	WELLNESS ALT+	Term 12/31/2012
247	COMMUNITYCARE HMO	HMO	Effective 1/1/2013
248	GLOBALHEALTH HMO	HMO	Effective 1/1/2013
249	VISION CARE DIRECT	VISION	Effective 1/1/2014
250	HEALTHCHOICE FOCUS	FOCUS	Effective 1/1/2016
251	HEALTHCHOICE SILVERSCRIPT HIGH OPTION	SILVERSCRIPT HIGH With Part D	Effective 1/1/2016
252	HEALTHCHOICE SILVERSCRIPT LOW OPTION	SILVERSCRIPT LOW With Part D	Effective 1/1/2016
253	HEALTHCHOICE SILVERSCRIPT RxSUBSIDY1-LOW	SILVERSCRIPT RxSUBSIDY1-LOW	Effective 1/1/2016
254	HEALTHCHOICE SILVERSCRIPT RxSUBSIDY2-LOW	SILVERSCRIPT RxSUBSIDY2-LOW	Effective 1/1/2016
255	HEALTHCHOICE SILVERSCRIPT RxSUBSIDY3-LOW	SILVERSCRIPT RxSUBSIDY3-LOW	Effective 1/1/2016
256	HEALTHCHOICE SILVERSCRIPT RxSUBSIDY4-LOW	SILVERSCRIPT RxSUBSIDY4-LOW	Effective 1/1/2016
257	HEALTHCHOICE SILVERSCRIPT RxSUBSIDY5-LOW	SILVERSCRIPT RxSUBSIDY5-LOW	Effective 1/1/2016
258	HEALTHCHOICE SILVERSCRIPT RxSUBSIDY6-LOW	SILVERSCRIPT RxSUBSIDY6-LOW	Effective 1/1/2016
259	HEALTHCHOICE SILVERSCRIPT RxSUBSIDY7-LOW	SILVERSCRIPT RxSUBSIDY7-LOW	Effective 1/1/2016
260	AETNA INTEGRIS HMO	HMO	Effective 1/1/2016
261	BLUELINCS HMO	HMO	Effective 1/1/2016
262	BLUESECURE HIGH	HIGH OPTION	Effective 1/1/2016
263	BLUESECURE LOW	LOW OPTION	Effective 1/1/2016
264	BLUESECURE 100%SUB HIGH	HIGH100%SUB	Effective 1/1/2016
265	BLUESECURE 75%SUB HIGH	HIGH75%SUB	Effective 1/1/2016
266	BLUESECURE 50%SUB HIGH	HIGH50%SUB	Effective 1/1/2016
267	BLUESECURE 25%SUB HIGH	HIGH25%SUB	Effective 1/1/2016
268	BLUESECURE 100%SUB LOW	LOW100%SUB	Effective 1/1/2016
269	BLUESECURE 75%SUB LOW	LOW75%SUB	Effective 1/1/2016
270	BLUESECURE 50%SUB LOW	LOW50%SUB	Effective 1/1/2016
271	BLUESECURE 25%SUB LOW	LOW25%SUB	Effective 1/1/2016

TIER CODE: 430-439

M	Member Only
M1	Member & Spouse
M2	Member, Spouse & Child
M3	Member, Spouse & Children (More than one child)
M4	Member & Child
M5	Member & Children (More than one child)
S	Spouse Only
S1	Spouse & Child
S2	Spouse & Children (More than one child)
C	Child Only
C1	Children (More than one child)

Country: 534-548

US	US
CA	Canada
CH	Chile
GM	Germany
IS	Israel
MX	Mexico
ME	Mexico
UK	United Kingdom
ZY	India
EI	Ireland
5Z	France
Y4	Costa Rica
HS	Bolivia
UI	Poland
YK	New Zealand
HT	Japan
PN	Singapore

Exhibit B - Eligibility Layout - part 2 - Valid Values for the EGID Standard Eligibility File

Updated 09/17/2015

KH	Portugal
AS	Australia
TH	Thailand
PF	South Korea
ES	Spain
PH	Philippines
AU	Australia
PT	Portugal
SG	Singapore
JP	Japan
NZ	New Zealand
PL	Poland
BO	Bolivia
CR	Costa Rica
FR	France
IE	Ireland
GB	United Kingdom
IN	India
IL	Israel
DE	Germany
WA	Ghana
CL	Chile

Exhibit C – Detailed Check Register File Layout

Office of Management & Enterprise Services Information Technology Department

Detailed Check Register File Layout

For

Business Associates



**Prepared by:
The Information Technology Group
March 2, 2011**

Purpose

Health claims TPA provides daily Health, Life and Dental claims information to EGID for analysis and reporting purposes.

Data Origin

Health claims TPA provides this file on a daily basis - Tuesday through Saturday. This is a pgp-encrypted, fixed-length and fixed-width file. The file contains a combination of the Check and Disbursement Registers, breaking down by member the claim information associated with each check issued.

Field Name	Field Type	Position	Length	Notes
Account Number	Numeric	1-7	7	
Warrant Number	Numeric	8-16	9	Right Justify, left padded with zeros
Issue Date	Numeric	17-24	8	YYYYMMDD
Claim Number	Alpha	25-39	15	
Member ID	Alpha	40-49	10	
Member SSN	Alpha	50-58	9	
Member Name	Alpha	59-88	30	
Patient First Name	Alpha	89-103	15	
Relation Code	Alpha	104-105	2	CH-contract holder; S-Spouse; C-Child; C1-One Child; C2- Two Plus Children
Payee Name	Alpha	106-135	30	
Payee Pin	Numeric	136-150	15	Provider Pin Number. Right Justify, left padded with zeros
Paid Amount	Numeric	151-161	11	Right Justify, left padded with zeros
Fund Type	Alpha	162-171	10	Dental, Life, Medical
Effective Date	Numeric	172-179	8	Date of Warrant/EFT that matches the Issue File.
Pay Type	Text	180	1	Same field in Issue File, A=EFT, W=Paper

This will need to be a fixed length and fixed width .txt file. Should be placed on EGID's FTP server as 'EDSDetailRegistryyyymmdd.txt.pgp'.

Employees Group Insurance Department

Treasury Issue File Record Layout

For

Business Associates



Prepared by:
The Information Technology Group
March 2, 2011

Purpose

Oklahoma State Treasury uses this standard 250 byte file layout to send daily issue files to EGID

Data Origin

Oklahoma State Treasury sends daily files, Tuesday through Saturday, on all EGID issue records via the mainframe. This is a fixed-length, fixed-width file.

A.C.E.S. ISSUE FILE RECORD LAYOUT

AGENCY A.C.E.S. ISSUE FILE - 250 Bytes (FILE SENT TO OST FROM EACH AGENCY) RECORD NUMBER ONE SEE POSITION NUMBER 250				
DESCRIPTION	TYPE	POSITION	LENGTH	VALUE
1. Key				
a. Account number	Numeric	1 - 7	7	Right justify
b. Effective date	Numeric	8 - 13	6	YYMMDD
c. Warrant number	Numeric	14 - 22	9	Right justify
2. Amount	Numeric	23 - 33	11	Right justify
3. Claim number	Alpha	34 - 48	15	Optional
4. Payee name	Alpha	49 - 78	30	Required
5. Payee address line 1	Alpha	79 - 108	30	Optional
6. Payee city	Alpha	109 - 128	20	Optional
7. Payee state	Alpha	129 - 130	2	Optional
8. Payee zip	Alpha	131 - 141	11	Optional
9. Payee address line 2 or Description field	Alpha	142 - 171	30	Optional
10. Reserved	Alpha	172 - 181	10	
11. Pay type	Alpha	182 - 182	1	See Table 1
12. Participant ID	Alpha	183 - 197	15	For Pay Type A,E,S
13. Class ID	Alpha	198 - 200	3	For Pay Type A,E,S
14. Transit Number	Numeric	201 - 209	9	For Pay Type A
15. Bank Account number	Alpha	210 - 226	17	For Pay Type A
16. Checking/Savings Flag	Alpha	227 - 227	1	„C" or „S"
17. CFDA Number	Alpha	228 - 236	9	Optional
18. Revenue Code	Apha	237 - 241	5	For Pay Type S
19. Revenue Code Extension	Alpha	242 - 243	2	For Pay Type S
20. OSF-Budget-Acct	Alpha	244 - 249	6	Optional
21. Record ID	Alpha	250 - 250	1	SPACE or „1'

NOTE: WHEN THE CLASS CODE IS 'IRS' RECORD NUMBER TWO IS REQUIRED.

TABLE 1 - PAY TYPE

A = Create Auto EFT
 E = Create EFT
 P = Create Paper Warrant
 S = Create ON-US Transfer
 T = Create Wire Transfer
 C = Create Wire Transfer
 W = Create Issue Record

AGENCY ACES ISSUE FILE
 RECORD NUMBER **TWO** SEE POSITION NUMBER 250
 OPTIONAL RECORD - TAX DEPOSITS FOR CLASS CODE "IRS"
 OR AN EIGHTY BYTE FREE FLOW BEGINNING IN POSITION 23.
 IF FREEFLOW BEGIN POSITION 23 WITH "TXP*"

DESCRIPTION	TYPE	POSITION	LENGTH	VALUE
1. Key (Must Equal Key In Record 1)	Numeric	1 - 7	7	Right Justify
A. Account Number	Numeric	8 - 13	6	YYMMDD
B. Effective Date	Numeric	14 - 22	9	Right Justify
C. Warrant Number				
2. Tax ID	Alpha	23 - 31	9	For Tax Deposit
3. Tax Type	Alpha	32 - 36	5	For Tax Deposit
4. Period End Date	Numeric	37 - 42	6	For Tax Deposit
5. Sub 1 Tax Type	Alpha	43 - 47	5	For Tax Deposit
6. Sub 1 Amount	Numeric	48 - 58	11, 9(9)V99	For Tax Deposit
7. Sub2 Tax Type	Numeric	59 - 63	3	For Tax Deposit
8. Sub 2 Amount	Numeric	64 - 74	11, 9(9)V99	For Tax Deposit
9. Sub 3 Tax Type	Alpha	75 - 79	3	For Tax Deposit
10. Sub 3 Tax Amount	Numeric	80 - 90	10, 9(8)V99	For Tax Deposit
11. Filler	Alpha	91 - 249	166	Blank Fill
12. Record ID	Numeric	250 - 250	1	Numerical "2"

A.C.E.S INPUT ISSUE FILE TRAILER RECORD

AGENCY A.C.E.S ISSUE FILE - 250 Bytes (Trailer Record On The Issue File Sent To OST)				
DESCRIPTION	TYPE	POSITION	LENGTH	VALUE
1. Account Number	Numeric 9(7)	1 - 7	7	9999999
2. Effective Date	Numeric 9(6)	8 - 13	6	Right Justify
3. Total Number Records	Numeric 9(9)	14 - 22	9	Right Justify
4. Total Dollar Amount	Numeric 9(9)V99	23 - 33	11	Right Justify 2 Dec.
5. Filler	Alpha X(248)	34 - 181	148	Filler
6. Record Type	Alpha X(1)	182 - 182	1	„T“
7. Reserved	Alpha X(68)	183 - 250	68	Filler

Exhibit E - Performance Guarantees

Claims Administration			TPA Agree/Disagree	Penalty Amount at Risk
Guarantee	Description			
Turnaround Time	The claim will be processed and/or communication initiated within three (3) business days of receipt	The turnaround time will be measured from the date the claim is received in the service center to the date that it is processed (paid, denied or pended) or communication is sent. Weekends and holidays are excluded in the turnaround time.		
Documentation Accuracy	The documentation accuracy will be ninety-six percent (96%) or higher	The documentation accuracy is all documentation obtained and required by the plan throughout the disability period.		
Statistical Accuracy	The statistical accuracy will be ninety-three percent (93%) or higher	The statistical accuracy is all documentation such as data entry errors and correspondence.		
Financial Accuracy	The financial accuracy will be ninety-eight percent (98%) or higher	The financial accuracy is all documentation related to payment of claims, calculations of offsets and taxes.		
Member Services			TPA Agree/Disagree	Penalty Amount at Risk
Guarantee	Description			
Telephone Call Quality	The average telephone quality score will be ninety-five percent (95%) or higher	Call quality measures the score assigned for each call audited. Calls will be selected for review either by silent monitoring live calls or listening to previously recorded calls. The calls will be evaluated to determine if the customer service professional handled the inquiry promptly, courteously, and accurately. A minimum of ten (10) calls per month for each customer service representative will be selected for review.		
Telephone Response Time	All calls received by the TPA's member services will not exceed thirty (30) seconds	The calculation of the telephone response time is "calls answered within thirty (30) seconds on a daily, weekly and monthly basis excluding the Interactive Voice Response (IVR). These figures are divided by the total number of calls answered, which gives the overall percentage of calls that are answered within thirty (30) seconds.		
Abandonment Rate	The average rate of telephone abandonment for all calls received by TPA member services will not exceed three percent (3%)	The total number of calls abandoned divided by the number of calls accepted into the phone system.		
Phone Inquiry Timeliness	Ninety-five percent (95%) of telephone inquiries that require follow up should be resolved within the first two (2) business days of contact	The TPA agrees that 95% of telephone inquiries requiring follow up will be resolved within the first two (2) business days of the contact.		
Written Inquiry Timeliness	Ninety-five percent (95%) of written inquiries are resolved within five (5) business days	The TPA agrees that 95% of all written inquiries will be resolved within five (5) business days of the contact.		
Eligibility Performance			TPA Agree/Disagree	Penalty Amount at Risk
Guarantee	Description			
Timeliness of Eligibility Updates	100% of eligibility updates will be loaded the day of receipt	The TPA agrees that 100% of all eligibility updates will be performed the day of receipt of the eligibility file from EGID.		
Eligibility Reconciliation	100% accuracy	The TPA shall compare and reconcile on a quarterly basis the full EGID eligibility file and provide a detailed report which identifies all differences between EGID and the TPA's system.		
Unprocessed Eligibility Transactions	100% of all unprocessed transactions will be resolved in coordination with EGID within 24 hours	The TPA agrees that 100% of all unprocessed transactions will be resolved in coordination with EGID within twenty-four (24) hours.		

Exhibit E - Performance Guarantees

Quality	Guarantee	Description	TPA Agree/Disagree	Penalty Amount at Risk
Plan Design/Benefit Changes	Thirty (30) calendar days prior to effective date	Plan design and benefit changes are made thirty (30) calendar days prior to effective date and measured by the TPA's ability to set up and test new or revised plan design changes after receipt of signed documentation from EGID. For each day late, the TPA will be assessed a penalty amount to be determined based on total amount at risk. Any change considered non-standard (requiring system coding) would be per mutually agreed upon timeline.		
Formal Internal Claim Auditing Process	TPA's compliance with the performance standards as specified in this RFP	The TPA shall utilize a formal internal claim auditing process for ongoing verification of appropriateness of claims processing and measuring the TPA's compliance or noncompliance with the performance standards as specified in this RFP. Such audits shall be performed on a quarterly basis by the TPA's internal audit staff that shall be independent of the claims processing and customer service functions. The TPA shall provide documentation of its findings to OSEEGIB within fifteen (15) calendar days following the end of the quarter.		
Reporting	Guarantee	Description	TPA Agree/Disagree	Penalty Amount at Risk
Standard Management Reports	Section C.16.	The TPA agrees to deliver all reports in Section C.16 within the turnaround times determined by EGID. Failure to provide such requested reports will result in a penalty amount for each delinquent day.		
Implementation				
NOTE: Implementation Guarantees are separate and are not part of ongoing performance guarantees				
	Guarantee	Description	TPA Agree/Disagree	Penalty Amount at Risk
Implementation Plan	Within thirty (30) days of the award of this contract, the TPA shall provide an implementation plan with deliverable dates	Within thirty (30) days of the award of this contract, the TPA shall provide a detailed business plans containing time-commitments for each objective and task. The business plan shall include identification of all steps that the TPA considers necessary to commence claims administration on July 1, 2017.		
Enrollment Accuracy	100% of initial eligibility data will be loaded and tested as accurate according to the implementation deliverable dates	Enrollment will have 100% accuracy. Results will be measured by the documented completion dates in the project plan and EGID sign-off of the audit results.		
Benefit Plan Design	100% of benefit plan design must be implemented, tested and signed off by EGID as accurate according to the implementation deliverable dates	Benefit Plan set-up will have 100% accuracy. Results will be measured by the documented completion dates in the project plan and EGID sign-off of the audit results.		
Implementation Satisfaction	100% responses of satisfied or very satisfied	Implementation satisfaction will be 100%. Results will be based on overall results of all EGID contacts surveyed. Contacts must be those with direct contact with the TPA implementation team. Results are measured based on responses to the following question: "Overall, how satisfied are you with the management and results of your implementation? Responses can include Very Satisfied, Satisfied, Neutral, Dissatisfied, and Very Dissatisfied."		

Attachment 1 – Business Associate Agreement

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

Definitions

Catch-all definitions:

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

Specific definitions:

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

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

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

Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

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

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

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

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

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

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

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

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

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

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

(l) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(m) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise limited by this Agreement, Business Associate may make any uses and disclosures of Protected Health Information necessary to perform its services to Covered Entity and otherwise meet its obligations under this Agreement, if such use or disclosure would not violate the Privacy Rule if done by Covered Entity. All other uses or disclosures by Business Associate not authorized by this Agreement or by specific instruction of Covered Entity are prohibited.

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with the minimum necessary policies and procedures of the HIPAA Rules.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

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

(a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Indemnification

Business Associate will indemnify, defend and hold harmless Covered Entity and its respective employees, directors, officers, subcontractors, agents and affiliates from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorneys' fees) suffered by Covered Entity arising from or in connection with any breach of this Agreement, or any negligent or wrongful acts or omissions in connection with this Agreement, by Business Associate or by its employees, directors, officers, subcontractors, or agents. Notwithstanding the foregoing, the Business Associate shall not be responsible or liable for following Covered Entity's instructions with regard to the protected health and/or confidential information or from and to the extent of any breach of contract or negligent actions or omissions by the Covered Entity. No person or entity is

to be considered a third-party beneficiary under the agreement, nor shall any third party have any rights as a result of the agreement.

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

Miscellaneous

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

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

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

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

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

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

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

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

If to Covered Entity:

First Point of Contact:

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

Second Point of Contact:

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

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

If to Business Associate:

First Point of Contact:

Title:	
Name:	
Address:	
Telephone:	
Fax:	

Email:

Second Point of Contact:

Title:

Name:

Address:

Telephone:

Fax:

Email:

Website URL

Agreed and Accepted

COVERED ENTITY - The Office of Management
and Enterprise Services Human Capital
Management Employees Group Insurance
Department

BUSINESS ASSOCIATE -

By:

By:

Printed Name: Frank Wilson

Printed Name:

Title: Administrator

Title:

Date Signed:

Date Signed:

Attachment 2 - Statement of Compliance

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

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 TPA 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.

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

Each TPA shall be required to submit a response to this Request for Proposal as it is written. Any TPA 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 TPA'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 TPA, the TPA will be responsible for meeting all requirements of this RFP.

☐ The solicitation submitted to EGID contains deviations from the specifications of this RFP. The deviations are attached.

Name: _____ Company: _____

Signature: _____ Address: _____

Title: _____

Phone: _____ Fax: _____

Attachment 3 - Price and Cost

	7/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021
Administrative Fee per Pending Claim					

Administrative Fee for STD per Member Per Month					
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Administrative Fee for LTD Per LTD Claimant Per Month per Duration

Less Than 1 Year					
1-2 Years					
2-3 Years					
4-5 Years					
5-8 Years					
Greater Than 8 Years					

Vocational Rehabilitation Program					
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Transition Fee	
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