

# REQUEST FOR PROPOSALS

## CAPITATED PRIMARY CARE NETWORK



RFP#: 300011460

Proposal Due Date: November 30, 2018

STATE OF LOUISIANA  
OFFICE OF GROUP BENEFITS

## Table of Contents

<b>I</b>	<b>ADMINISTRATIVE AND GENERAL INFORMATION .....</b>	<b>4</b>
<u>1.1</u>	<u>Purpose .....</u>	<u>4</u>
<u>1.2</u>	<u>Background.....</u>	<u>4</u>
<u>1.3</u>	<u>Goals and Objectives .....</u>	<u>5</u>
<u>1.4</u>	<u>Term of Contract.....</u>	<u>5</u>
<u>1.5</u>	<u>Definitions.....</u>	<u>5</u>
<u>1.6</u>	<u>Schedule of Events .....</u>	<u>6</u>
<u>1.7</u>	<u>Proposal Submittal.....</u>	<u>7</u>
<u>1.8</u>	<u>Qualifications for Proposer.....</u>	<u>7</u>
1.8.1	Mandatory Qualifications.....	7
1.8.2	Desirable Qualification .....	8
<u>1.9</u>	<u>Proposal Response Format.....</u>	<u>8</u>
<u>1.10</u>	<u>Number of Copies of Proposals.....</u>	<u>14</u>
<u>1.11</u>	<u>Technical and Cost Proposals .....</u>	<u>14</u>
<u>1.12</u>	<u>Legibility/Clarity.....</u>	<u>14</u>
<u>1.13</u>	<u>Confidential Information .....</u>	<u>14</u>
<u>1.14</u>	<u>Trade Secrets and Proprietary Information .....</u>	<u>15</u>
<u>1.15</u>	<u>Proposal Clarifications Prior to Submittal.....</u>	<u>16</u>
1.15.1	Pre-proposal Conference.....	16
1.15.2	Proposer Inquiries .....	16
1.15.3	Blackout Period .....	17
<u>1.16</u>	<u>Errors and Omissions in Proposals.....</u>	<u>18</u>
<u>1.17</u>	<u>RFP Addenda.....</u>	<u>18</u>
<u>1.18</u>	<u>Withdrawal of Proposal.....</u>	<u>18</u>
<u>1.19</u>	<u>Waiver of Administrative Informalities.....</u>	<u>18</u>
<u>1.20</u>	<u>Proposal Rejection/RFP Cancellation.....</u>	<u>18</u>
<u>1.21</u>	<u>Records .....</u>	<u>18</u>
<u>1.22</u>	<u>Cost of Proposal Preparation.....</u>	<u>18</u>
<u>1.23</u>	<u>Taxes .....</u>	<u>19</u>
<u>1.24</u>	<u>Determination of Responsibility .....</u>	<u>19</u>
<u>1.25</u>	<u>Use of Subcontractors.....</u>	<u>19</u>
<u>1.26</u>	<u>Written or Oral Discussions/Presentations .....</u>	<u>20</u>
<u>1.27</u>	<u>Acceptance of Proposal Content.....</u>	<u>20</u>
<u>1.28</u>	<u>Evaluation and Selection .....</u>	<u>20</u>
<u>1.29</u>	<u>Best and Final Offers (BAFO).....</u>	<u>20</u>
<u>1.30</u>	<u>Contract Award and Execution.....</u>	<u>20</u>
<u>1.31</u>	<u>Notice of Intent to Award.....</u>	<u>21</u>
<u>1.32</u>	<u>Right to Prohibit Award.....</u>	<u>21</u>
<u>1.33</u>	<u>Insurance Requirements for Contractors.....</u>	<u>21</u>
<u>1.34</u>	<u>Indemnification and Defense .....</u>	<u>25</u>
<u>1.35</u>	<u>Payment.....</u>	<u>27</u>
1.35.1	Payment Terms.....	27
<u>1.36</u>	<u>Termination of the Contract for Cause.....</u>	<u>27</u>
1.36.1	Termination of the Contract for Convenience .....	27
1.36.2	Termination for Non-Appropriation of Funds .....	28

1.37	<i>Assignment</i> .....	28
1.38	<i>Right to Audit</i> .....	28
1.39	<i>Compliance with Laws</i> .....	28
1.40	<i>Records</i> .....	29
1.41	<i>Entire Agreement/Order of Precedence</i> .....	29
1.42	<i>Contract Modifications</i> .....	30
1.43	<i>Substitution of Personnel</i> .....	30
1.44	<i>Governing Law</i> .....	30
1.45	<i>Claims or Controversies</i> .....	30
1.46	<i>Code of Ethics</i> .....	30
1.47	<i>Corporate Requirements</i> .....	30
1.48	<i>Prohibition of Discriminatory Boycotts of Israel</i> .....	30
1.49	<i>Performance Bond</i> .....	31
2	SCOPE OF SERVICES .....	31
2.1	<i>Scope of Services</i> .....	31
2.2	<i>Tasks and Services</i> .....	31
2.3	<i>Deliverables</i> .....	36
2.4	<i>Performance Guarantees</i> .....	38
2.5	<i>Technical Requirements</i> .....	39
	<i>NOT APPLICABLE TO THIS CONTRACT</i> .....	39
2.6	<i>Project Requirements</i> .....	39
3	EVALUATION .....	39
3.1	<i>Evaluation and Review</i> .....	39
4	PERFORMANCE STANDARDS .....	41
4.1	<i>Performance Requirements</i> .....	41
4.2	<i>Performance Measurement/Evaluation/Monitoring Plan</i> .....	41
4.3	<i>Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements</i> .....	42
	ATTACHMENT I: SAMPLE CONTRACT .....	43
	ATTACHMENT II: BUSINESS ASSOCIATE ADDENDUM .....	62
	ATTACHMENT III: COST PROPOSAL TEMPLATE .....	67
	ATTACHMENT IV: ENROLLMENT INFORMATION BY PLAN AND ENROLLMENT INFORMATION BY REGION .....	70
	ATTACHMENT V: REGIONS BY PARISH .....	73
	ATTACHMENT VI: CERTIFICATION STATEMENT .....	75
	ATTACHMENT VII: RECORDS RETENTION SCHEDULE .....	77
	ATTACHMENT VIII: IMAGING SYSTEM SURVEY COMPLIANCE AND RECORDS DESTRUCTION .....	85
	ATTACHMENT IX: ELECTRONIC FUNDS TRANSFER SOLUTION .....	86
	ATTACHMENT X: APPEAL PROCEDURES .....	87

# **1 ADMINISTRATIVE AND GENERAL INFORMATION**

## **1.1 Purpose**

The State of Louisiana, Office of Group Benefits (hereinafter called “OGB” or the “State”), requests Proposals from qualified Proposers to provide a capitated primary care network in return for a monthly capitation payment made in accordance with the specifications and conditions specified in this Request for Proposals (herein, “RFP”). OGB is seeking a Contractor(s) that will provide high quality cost effective health care to Plan Participants, including efficient network management, and all other services required to administer the capitated primary care network, on a statewide or regional basis. The providers participating in the capitated primary care network will offer comprehensive primary care services to meet the needs of Plan Participants enrolled in the OGB self-funded health plans, with the exception of the Pelican HSA 775. The self-funded plans are currently offered by OGB on a calendar-year basis. The plans for which the capitated primary care network will be available are as follows:

- **Pelican HRA 1000**
- **Magnolia Local**
- **Magnolia Local Plus**
- **Magnolia Open Access**

The capitated primary care network will be offered as a supplement to the above-referenced OGB self-funded health plans currently administered by Blue Cross and Blue Shield of Louisiana. The capitated primary care network providers will be responsible for supplying all facilities, equipment, personnel, and services necessary for the required health care services. OGB will pay the Contractor a monthly capitation payment, and there will be no claim billing to OGB, Plan Participants, health insurers, or other service providers for services rendered by providers in the capitated primary care network. OGB reserves the right to audit the billed services. Plan Participants that choose to participate in the capitated primary care network offering will not be subject to co-pays, deductibles, or any out-of-pocket payment for services rendered by the capitated primary care network provider, in its capitated provider capacity.

The general information contained in this RFP is complete and accurate to the best knowledge of OGB and based upon circumstances existing at the time the RFP was prepared. However, any such data and information released with the RFP are representations and not warranties by OGB. Each Proposer submitting a Proposal assumes sole responsibility for reliance upon information included in this RFP.

## **1.2 Background**

OGB is responsible for the administration and management of certain state health and welfare benefit programs to over 250,000 active and retired State of Louisiana employees and their dependents, as well as the employees and dependents of other government entities that are entitled to and have elected to participate in the OGB program of benefits. Offered benefits currently include health coverage, which includes prescription drug coverage, flexible spending arrangement options, and life insurance. OGB currently offers a fully-insured HMO plan (Vantage Medical Home HMO), self-funded health plans (administered by Blue Cross and Blue Shield of Louisiana), and Medicare Retiree-specific fully-insured health plans (administered by OneExchange, Vantage, and Peoples Health).

Plan Participants include employees and retirees of state agencies, institutions of higher education, school boards and charter schools that elect to participate, and certain political subdivisions, as provided by statute, as well as their eligible dependents. Additional health coverage offering information can be found by accessing <http://www.groupbenefits.org/>.

### ***1.3 Goals and Objectives***

1. To provide quality, cost-effective primary care network health care services to Plan Participants enrolled in four of the OGB self-funded health plans.
2. To establish a contracts or contracts with a Contractor(s) providing a primary network of providers for a monthly capitation payment.

### ***1.4 Term of Contract***

The initial term of any Contract resulting from this RFP shall begin on or about February 1, 2019, and is anticipated to end on January 31, 2022. With all proper approvals and concurrence with the successful Contractor, OGB may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms, and conditions of the initial Contract term. Prior to the extension of the contract beyond the initial thirty-six (36)-month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) and/or other approval authorized by law shall be obtained. Written evidence of JLCB approval shall be submitted, along with the contract amendment, to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total Contract term, with extensions, shall not exceed five (5) years. The continuation of the Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

### ***1.5 Definitions***

**Contractor** – Denotes the successful Proposer(s) awarded a Contract, who assumes full responsibility and liability for completion of the scope of services and the deliverables.

**Capitation** – Denotes a system used to pay health care providers, in which the providers receive a fixed, predetermined sum of money, typically on a monthly basis, to provide services for Plan Participants.

**Cost Savings Report:** Denotes the report produced monthly by OGB comparing the monthly Value Report to OGB's Monthly Capitated Primary Plan participant fee. The Cost Savings report will be the base report used to calculate whether Contractor has met its guaranteed Return on Investment. OGB will calculate the value of Capitated Services as follows: Value of Capitated Services = Fee for Service Amount X 40% (representing customary 60% discount for Louisiana in-network providers) minus the monthly Capitated Primary Plan Participant fee..

**Value Report:** Denotes a monthly billing report from Contractor that lists the services rendered to Plan Participants, the region where service was provided, and the amount that each capitated plan provider would have billed for such services to a fee-for-service plan, if not participating in this Capitated Primary Plan Network. OGB will calculate the value of Capitated Services as follows:

Value of Capitated Services = Fee for Service Amount X 40% (representing customary 60% discount for Louisiana in-network providers) minus the monthly Capitated Primary Plan Participant fee.

**HIPAA** – Denotes Health Insurance Portability and Accountability Act.

**OGB CEO** – Denotes the Office of Group Benefit’s Chief Executive Officer.

**OSP** – Denotes Office of State Procurement.

**Network Provider** – Denotes a health care provider that participates in the Proposer’s/Contractor’s established network to provide primary and preventive health care services to Plan Participants.

**Primary Care** - Basic healthcare services provided by either a General Practitioner or Family Physician; or Physician Extender such as Licensed Nurse Practitioner or Physician Assistant. Primary Care services does not include Pediatrics.

**Proposal** – Denotes a response to a RFP.

**Plan Participant(s)** – Denotes individuals who are entitled to covered benefits through OGB under the self-funded plans listed above for which the capitated primary care network will be available, as identified in the eligibility data file prepared, maintained and as determined by OGB, and delivered to the Contractor.

**Primary Plan Participant(s)** – Denotes the Plan Participant whose relationship with OGB governs the coverage under the Plan.

**Proposer** – Denotes an individual or organization submitting a proposal in response to a RFP.

**RFP** – Denotes a Request for Proposals.

**Return on Investment:** Denotes a performance measure used to evaluate the efficiency of an investment. ROI measures the amount of return on investment relative to the investment’s cost. Proposer must provide any return on investment guarantees (ROI) on an annual basis, listing the savings and measurements that are included in the ROI proposed. Proposer must provide a ratio of the capitated fees to the cost savings to OGB.

**Shall, Must, Will** – Denotes a mandatory requirement.

**Should, May, Can** – Denotes an advisable or permissible action.

**State** - The State of Louisiana.

## ***1.6 Schedule of Events***

<b>EVENT</b>	<b>DATE</b>
Post RFP to LaPAC and advertise in newspapers	October 26, 2018
Deadline for Receipt of Written Inquiries	4:00 pm CT, November 2, 2018
Issue Responses to Written Inquiries	November 16, 2018
Deadline for Receipt of Proposals	4:00 pm CT, November 30, 2018
Oral Presentations, if required	To Be Scheduled
Notice of Intent to Award Announcement	To Be Scheduled
Begin Implementation	February 4, 2019
Contract Effective Date	March 1, 2019

**NOTE: OGB reserves the right to revise this schedule of events. Revisions, if any, before the Proposal submission deadline will be formalized by issuance of one or more addenda to the RFP.**

## ***1.7 Proposal Submittal***

Firms/individuals who are interested in providing services requested under this RFP must submit a Proposal containing the mandatory information specified in this RFP pursuant to the requirements of Sections 1.9 Proposal Response Format and 1.10 Number of Copies of Proposals. The Proposal must be received in hard copy (printed) version by the OGB RFP Coordinator/Blackout Period Contact on or before 4:00 PM Central Time (“CT”) on the date specified in the Schedule of Events. Facsimile and electronic mail (“e-mail”) submissions shall not be acceptable. Proposers mailing their Proposals should allow sufficient mail delivery time to ensure receipt of their Proposal by the time specified.

The Proposer should label Proposal submissions as follows:

Capitated Primary Care Network

Indicate Proposed Region(s) or if Proposed Statewide

Proposer’s Name

The Proposal package must be delivered at the Proposer’s expense to:

OGB RFP Coordinator/Blackout Period Contact

Office of Group Benefits

1201 N. 3<sup>rd</sup> Street

Claiborne Building, Suite G-159

Baton Rouge, LA 70802

It is solely the responsibility of each Proposer to ensure that its Proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

**Proposers are hereby advised that the U.S. Postal Service does not make deliveries to OGB’s physical location.**

## ***1.8 Qualifications for Proposer***

### ***1.8.1 Mandatory Qualifications***

Proposers must meet the following Mandatory Qualifications prior to the deadline for receipt of Proposals:

- Must be authorized to transact business in the State of Louisiana;
- Must have a capitated clinic arrangement to provide primary and preventive care services to supplement OGB’s self-funded health plans that provides meaningful access to clinics for Plan Participants on a regional or statewide basis;
- Must have the ability to provide clinic output reporting on referral patterns, occurrences, treatments, and conditions on a provider basis;
- Must provide any return on investment (ROI) guarantees to be gained on an annual basis, listing the savings and measurements that are included in the ROI proposed. Must provide a ratio of the capitated fees to the actual cost savings to OGB.

Proposers should provide the following supporting documentation:

- A brief statement confirming that the Proposer meets or exceeds each listed Mandatory Qualification
- A copy of Proposer's Certificate of Authority from the Secretary of State of Louisiana is required if the Proposer is a foreign corporation.

### ***1.8.2 Desirable Qualification***

- It is desirable that Proposers should have at least three years of experience providing a primary care network similar to services requested in this RFP, prior to the deadline for receipt of Proposals.
- It is desirable that the Proposer have a process in place that will educate Plan Participants about participation in the capitated arrangement, prior to the deadline for receipt of Proposals.

## ***1.9 Proposal Response Format***

Proposals submitted for consideration should follow the format and order of presentation described below.

### **A. Cover Letter**

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer. The cover letter should indicate whether proposing on a statewide or regional basis. Region(s) should be indicated by providing the number for the Region(s) included in the proposal. See Attachment V: Region By Parish, which provides each of the nine (9) Louisiana Regions.

### **B. Table of Contents**

The Proposal should be organized in the order contained below.

### **C. Executive Summary**

This section should serve to introduce the scope of the Proposal. It should present administrative information including, Proposer contact name and phone number, and the stipulation that the Proposal is valid for a time period of at least ninety (90) calendar days from the date of submission. This section should also include the following:

- 1) A summary of the Proposer's qualifications and ability to meet OGB's overall requirements in the timeframes set by OGB;
- 2) Confirmation statement that the Proposer has not had a record of substandard work within the past five (5) years;
- 3) Indication of whether the Proposer has, in force, insurance coverage that meets the requirements specified in Section 1.33 Insurance Requirements for Contractors, or the ability and commitment to obtain all required insurance coverage by the commencement of the Contract;
- 4) A brief statement describing the adequacy of the Proposer's financial capacity to handle the requirements of this RFP; and



- 5) Confirmation statement that the Proposer has not engaged in and/or been prosecuted for any unethical practices within the past (5) years.
- 6) Confirmation statement that Proposer will comply with all regulations set forth by recognized governmental agencies and laws of the State of Louisiana.
- 7) The Proposer should provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details.
- 8) The Proposer should provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a Contract under this RFP. Also, a statement should be provided documenting all open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer/client matter. Nevertheless, Proposer must identify any and all litigation in which Proposer is a party and in which the amount in controversy exceeds \$1,000,000. Proposer should provide detail around any mergers or acquisitions scheduled for the next twelve (12) months. OGB reserves the right to request any additional information to assure itself of a Proposer's financial status.

The executive summary should include a positive statement of compliance with the Contract terms contained in the Sample Contract, Attachment I. If the Proposer cannot comply with any one or more of the Contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment I, Business Associate Addendum, Attachment II, and submit whatever exceptions or exact Contract modifications that it may seek. While final wording will be resolved during Contract negotiations, the intent of the provisions will not be substantially altered. Selection of a Proposer does not require OGB to agree to any proposed Contract deviation(s). Negotiations may begin with the announcement of the selected Proposer.

#### **D. Company Background, Financial Condition and Experience**

The Proposer should give a brief description of its organization, including a brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers. OGB reserves the right to request any additional information to assure OGB of a Proposer's experience and capabilities.

Proposer should clearly describe their ability to meet or exceed the mandatory qualifications set forth in Section 1.8.1 and desirable qualifications in Section 1.8.2 and include any supporting documentation.

## **E. Approach and Methodology**

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge, and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The Proposer should:

- Describe its understanding of the nature of the Scope of Services and how its Proposal will best meet the needs of OGB.
- Provide a proposed project work plan that includes implementation plans that fully detail all tasks necessary to begin performance of the Contract on February 1, 2019, 12:00 am CT, IT or data file feed implementation, approach, and methodology to be followed in providing the services, all other tasks and services to be performed, as well as the responsible party and expected dates of completion.
- Include annual account management strategy, training of key personnel, IT or data file feed implementation, billing processes, and reporting and data analytics.
- Provide a list of primary care providers currently in the primary care network, and provide a list of primary care providers that are anticipated to be in the primary care network as of March 1, 2019, in electronic format. Both lists of primary care providers should include a listing of any patient restrictions for the listed primary care providers (e.g., primary care provider does not allow visits for children, etc.).
- Describe approach to Quality Assurance.
- Describe current procedures in place to handle Protected Health Information (“PHI”) and Personally-Identifiable Information (“PII”) privacy and security.
- Additional services offered will be considered as part of the technical evaluation.

## **F. Proposed Staff Qualifications**

The Proposer should provide detailed information about the experience and qualifications, as it relates to the proposed role, of the Proposer’s project manager and any other personnel considered key to the success of the project/Contract.

The Proposer should include information to demonstrate that its staff and/or subcontractor(s) have the necessary experience and knowledge to successfully perform the services listed in Section 2, Scope of Services. This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects and clients with dates and responsibilities, and documentation of any applicable licenses and/or certifications. This information should also specifically include the role and responsibilities of each person on this project, their planned level of effort, and their anticipated duration of involvement. Client references (name, title, company name, address, e-mail address, and telephone number) should be provided for the cited projects in the individual resumes.

**G. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Each Proposer should address how it will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVets and SEs respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the Contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFPs requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a Contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the Contract award or the existing Contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

<http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:

<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal, can be found here:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship, or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposer's evaluation score as follows:

**B. Proposer Status and Allotment of Reserved Points**

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

IF PROPOSER IS A CERTIFIED LA VET OR HUDSON SMALL ENTREPRENEURSHIP, PROPOSER MUST NOTE THIS IN ITS PROPOSAL IN ORDER TO RECEIVE THE FULL AMOUNT OF APPLICABLE RESERVED POINTS.

IF PROPOSER IS NOT CERTIFIED, BUT HAS ENGAGED ONE OR MORE LAVET OR HUDSON CERTIFIED SMALL ENTREPRENEURSHIPS TO PARTICIPATE AS SUBCONTRACTORS, PROPOSER SHALL PROVIDE THE FOLLOWING INFORMATION IN ORDER TO OBTAIN ANY APPLICABLE HUDSON/VETERAN INITIATIVE POINTS:

LaVet or Hudson certified small entrepreneurship subcontractor information:

**Circle which initiative applies:** HUDSON INITIATIVE                      VETERAN INITIATIVE

Subcontractor Name: \_\_\_\_\_

Detailed Description of Work to be Performed:  
\_\_\_\_\_

Anticipated Dollar Value of the subcontract for the three-year Contract term: \_\_\_\_\_

\*Note – it is not mandatory to have a Hudson/Veteran Initiative subcontractor. However, it is mandatory to include this information in order to obtain any allotted points when applicable.

If multiple Hudson/Veterans subcontractors will be used, repeat the above-required information. Additionally, provide a sufficiently detailed description of each subcontractor's work so as to advise if services are duplicative or overlapping, or if services constitute a scope of work distinct from each other subcontractor.

## H. Cost Proposal

All cost information shall be provided using the Cost Proposal Template, Attachment III. Any deviation to the template will be deemed non-responsive. See Attachment V: REGION BY PARISH, which provides each of the nine (9) Louisiana Regions.

The Proposer must provide the total monthly fee (inclusive of travel and all Contract-related expenses) for providing the services described within this RFP. All information should be reflective of the Proposer's approach and methodology.

The Proposer shall provide one total Per Capitated Primary Plan Participant Per Month cost proposal for providing all services listed in Section 2, Scope of Services of this RFP. The proposed Per Capitated Primary Plan Participant Per Month Monthly Fee will be used to calculate score points using the formula specified in Section 3.1 Evaluation and Review of the RFP. OGB requires the same Monthly Fee for the entire Contract term and any option period; provided, Contractor may decrease but not increase the Monthly Fee from year to year by Contract amendment.

## **I. Certification Statement**

The Proposer must sign and submit Attachment VI, Certification Statement.

## **J. Outsourcing of Key Internal Controls**

Not applicable to this RFP.

### ***1.10 Number of Copies of Proposals***

OGB requests the number of Proposal copies specified below be submitted to the OGB RFP Coordinator/Blackout Period Contact.

- One (1) Original (clearly marked “Original”) and six (8) numbered copies of the Technical Proposal. **All should be clearly marked “Technical Proposal”.**
- Two (2) CDs or portable drives of the entire Technical Proposal in both PDF and Word formats. **All should be clearly marked “Technical Proposal”.**
- One (1) Original (clearly marked “Original”) and two (2) numbered copies of the Cost Proposal. **All should be clearly marked “Cost Proposal”.**
- Two (2) CDs or portable drives of the entire Cost Proposal in both Word and Excel formats. **All should be clearly marked “Cost Proposal”.**
- If applicable (see Section 1.14), Proposer should also submit two (2) electronic redacted versions of the Proposal. **All should be clearly marked “Redacted”.**

At least one (1) copy of the Proposal shall contain original signatures of those individuals, firm officials, or agents duly authorized to sign Proposals or contracts on behalf of the individual/firm. A certified copy of a board resolution granting such authority should be submitted if Proposer is a corporation. The copy of the Proposal with original signatures will be retained for incorporation in any Contract resulting from this RFP.

### ***1.11 Technical and Cost Proposals***

Proposals should be submitted as specified in Sections 1.9 and 1.10, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

### ***1.12 Legibility/Clarity***

Responses to the requirements of this RFP in the formats requested, with all questions answered in as much detail as practicable, are desirable. The Proposer’s responses should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP, are desired. Each Proposer shall be solely responsible for the accuracy and completeness of its Proposal.

### ***1.13 Confidential Information***

All financial, statistical, personal, technical, and other data and information relating to OGB’s operations and Plan Participants and made available to the Contractor in order to carry out the Contract, or which become available to the Contractor in carrying out the Contract, shall be

protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective security and procedural requirements as are applicable to OGB. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information (other than protected health information) which is or becomes publicly available through no fault of Contractor or its subcontractors, vendors, agents, or employees, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties without breach of the Contract.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this Contract without prior express written approval of the OGB CEO or his/her delegatee.

Contractor shall not permit PHI or PII to be disclosed to or used by any individual or entity outside of the territorial and jurisdictional limits of the fifty (50) United States of America. As used in this paragraph, PHI refers to protected health information as defined by the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder by the U.S. Department of Health and Human Services, as amended from time to time.

#### ***1.14 Trade Secrets and Proprietary Information***

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the Proposal. The cost proposal will not be considered confidential or proprietary under any circumstance. Any Proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 *et. seq.*) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections shall be claimed by the Proposer at the time of submission of its technical proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the Proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the Proposal with the following legend, specifying the specific section(s) of the Proposal sought to be restricted in accordance with the conditions of the legend:

***"The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."***

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

If the Proposer’s response contains confidential information, the Proposer shall also submit a redacted copy of its Proposal along with the original Proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which section(s) or information has/have been removed. The Proposer should also submit one (1) electronic redacted copy of the Proposal on a flash drive or CD as stated in Section 1.10. Provided the Proposer has fully complied with all requirements of this Section, the redacted copy of the Proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.

**If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.**

Proposers shall be prepared to defend the reasons why the material should be held confidential. By submitting a Proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential,” the Proposer agrees to indemnify and defend (including attorneys’ fees) the State and hold the State harmless against all actions, fees, expenses, or court proceedings that may ensue, which seek to order the State to disclose the information.

The State reserves the right to make any Proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, the legislative auditor, and other State agencies or organizations for the sole purpose of assisting the State in its evaluation of the Proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any Proposal that fails to follow this section and/or La. R.S. 44:3.2(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public record.

Proposer’s signature on the Certification Statement, Attachment VI, signifies its understanding of and compliance with this Section and the requirements herein for claiming any type of confidentiality of information submitted as part of its Proposal.

## ***1.15 Proposal Clarifications Prior to Submittal***

### ***1.15.1 Pre-proposal Conference***

OGB will not hold a pre-proposal conference.

### ***1.15.2 Proposer Inquiries***

Written questions regarding RFP requirements or Scope of Services must be submitted to the OGB RFP Coordinator/Blackout Period Contact at [OGB.Proposals@la.gov](mailto:OGB.Proposals@la.gov).

OGB will only consider written Proposer inquiries and requests for clarification of the content of this RFP received from potential Proposers. OGB reserves the right to modify or supplement the RFP should a change be identified that is in the best interest of OGB or the State.



To be considered, written inquiries and requests for clarification of the content of this RFP must be received via email, [OGB.Proposals@la.gov](mailto:OGB.Proposals@la.gov), by 4:00 PM CT on the date specified in Section 1.6, Schedule of Events. Any and all questions directed to the OGB RFP Coordinator/Blackout Period Contact will receive an official response. Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events, Section 1.6, and can be accessed using the sites listed below.

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

<http://www.groupbenefits.org/latest-news/>

Only the OGB RFP Coordinator/Blackout Period Contact or designee has the authority to officially respond on behalf of OGB to Proposer questions. Any communications from any other individuals are not binding upon OGB/State.

### ***1.15.3 Blackout Period***

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any person or entity is prohibited from communicating with any State employee and any contractor of OGB/State involved in any step in the procurement process about the affected procurement. “Involvement” in the procurement process shall include but shall not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from interested parties during the Blackout Period must be in accordance with this solicitation’s defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the Contract is awarded.

In those instances in which a prospective vendor is also an incumbent vendor, OGB/State and the incumbent vendor shall contact each other with respect to the existing Contract only. Under no circumstances shall OGB/State and the incumbent vendor and/or its agent(s) or representative(s) discuss the blacked-out procurement.

Any person or entity who violates the Blackout Period may be liable to OGB and the State in damages and/or subject to any other remedy allowed by applicable law. Further, failure to comply with these requirements may result in any involved Proposal’s disqualification.

Any costs associated with preparation of a Proposal, even if the solicitation is cancelled, terminated, no contract results therefrom, or the bidder is disqualified, for any reason, will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to the following:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671, *et seq.* or LAC 34:V.2545;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process; and,
- Communications regarding a particular solicitation between any person and staff of the procuring agency, provided the communication is limited strictly to matters of procedure. Procedural matters shall include but not be limited to deadlines for decisions

or submission of Proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

The Blackout Period begins on the date the RFP is posted to LaPac and publicly advertised, and concludes upon the announcement of the successful Contractor.

### ***1.16 Errors and Omissions in Proposals***

OGB/State reserves the right to seek clarification of any Proposal for the purpose of identifying and eliminating minor irregularities or informalities. OGB/State will not be liable for any errors or omissions in Proposals.

### ***1.17 RFP Addenda***

OGB reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at the following locations:

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

<http://info.groupbenefits.org/latest-news/>

It is the responsibility of the Proposer to check the website for addenda to the RFP, if any.

### ***1.18 Withdrawal of Proposal***

A Proposer may withdraw a Proposal that has been submitted at any time up to the date and time the Proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be received by the OGB RFP Coordinator/Blackout Period Contact on or before the Proposal deadline.

### ***1.19 Waiver of Administrative Informalities***

OGB/State reserves the right, at its sole discretion, to waive minor administrative informalities contained in any Proposal.

### ***1.20 Proposal Rejection/RFP Cancellation***

Issuance of this RFP in no way shall constitute a commitment by OGB or the State to award a Contract. OGB/State reserves the right to accept or reject, in whole or part, all Proposals submitted and/or cancel this RFP if it is determined to be in its best interest.

### ***1.21 Records***

All materials submitted in response to this RFP shall become a Record of the State/OGB. Selection or rejection of a Proposal does not affect this right.

### ***1.22 Cost of Proposal Preparation***

OGB/State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a Contract. Costs associated with developing the Proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by OGB or the State. This applies whether or not the RFP is discontinued, cancelled, or withdrawn or whether or not a Contract results therefrom.

### ***1.23 Taxes***

Contractor shall be responsible for payment of all taxes and fees on Contractor's income, property, and entity status (i.e., permits, licenses, etc.).

In accordance with La. R.S. 39:1624.A.(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue prior to the approval of a Contract by the Office of State Procurement. The prospective Contractor hereby attests to its prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval of a Contract by the Office of State Procurement and the effectiveness of such Contract. The contracting agency reserves the right to withdraw its consent to the Contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

### ***1.24 Determination of Responsibility***

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.2536. OGB/State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their Proposals contain sufficient information for OGB/State to make its determination of Proposer's responsibility by presenting acceptable evidence of the above to perform the contracted services.

### ***1.25 Use of Subcontractors***

OGB/State shall have a single prime Contractor as the result of any Contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP, Proposal, and any resulting Contract. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, but shall acknowledge in their Proposals total responsibility for the entire Contract. Proposers may not subcontract for the entire scope of services specified in the RFP.

If the Proposer intends to subcontract portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. See Section 1.9.G regarding additional requirements for subcontractors that are

Certified Veteran/Hudson Initiative small entrepreneurships. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontractor work.

Unless provided for in the Contract with OGB/State, the prime Contractor shall not contract with any other party for any of the contracted services without the express prior written approval of the OGB CEO or his/her designee.

### ***1.26 Written or Oral Discussions/Presentations***

OGB, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how each such Proposer proposes to meet OGB's objectives. OGB reserves the right to adjust the original scores based upon information received in the presentation, using the original evaluation criteria. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

### ***1.27 Acceptance of Proposal Content***

All Proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

### ***1.28 Evaluation and Selection***

The evaluation of Proposals will be accomplished by an evaluation committee, to be designated by OGB, which will determine the Proposal most advantageous to OGB, taking into consideration cost, technical capabilities, and the other evaluation factors set forth in the RFP. The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

### ***1.29 Best and Final Offers (BAFO)***

OGB reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection for a BAFO, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist OGB in clarifying the scope of services and/or to obtain the most cost-effective pricing, performance guarantees, and other negotiable terms available.

**The written invitation to participate in BAFO will not obligate OGB to enter into a Contract.**

### ***1.30 Contract Award and Execution***

OGB/State reserves the right to enter into one or more Contract(s) without further discussion of the Proposal submitted based on the initial Proposals received.

The RFP(s), including any addenda added, and the selected Proposal(s) shall become part of the Contract(s) initiated by OGB/State.

Each selected Proposer(s) shall be expected to enter into a Contract that is substantially the same as Attachment I, Sample Contract. A Proposer shall not submit its own standard contract terms

and conditions as a response to this RFP. The Proposer should submit with its Proposal any exceptions or exact Contract deviations that it wishes to negotiate. Additionally, the selected Proposer shall execute a Business Associate Addendum that is substantially the same as Attachment II. Negotiations may coincide with the announcement of the selected Proposer.

If the Contract negotiation period exceeds twenty (20) business days or if a selected Proposer fails to sign the final Contract presented by OGB within ten (10) business days of delivery from OGB/State, OGB/State may elect to cancel the award and award the Contract to the next-highest-ranked Proposer.

### ***1.31 Notice of Intent to Award***

The Evaluation Team shall compile the scores and make a recommendation to the OGB CEO on the basis of the responsive and responsible Proposer(s) with the highest score(s). The State reserves the right to make multiple awards.

OGB/State will notify the successful Proposer(s) in writing by “Notice of Intent to Award” letter and proceed to negotiate terms for final Contract(s). The “Notice of Intent to Award” letter is the notification of the award, contingent upon approval by the Division of Administration, Office of State Procurement, and any other approvals required by applicable law, and successful negotiation and execution of a written Contract. Unsuccessful Proposers will be notified in writing accordingly.

The Proposals received (except for that information appropriately designated as confidential or trade secret in accordance with La. R.S. 44.1, *et. seq.*), evaluation of Proposers’ strengths and weaknesses, including the list of criteria used and the weight assigned each criterion, and scores of each considered Proposal shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The “Notice of Intent to Award” letter starts the protest period.

The award of any Contract shall be subject to the approval of the Division of Administration, Office of State Procurement, and other approvals required by applicable law.

### ***1.32 Right to Prohibit Award***

In accordance with the provisions of La. R.S. 39:2192, any public entity shall be authorized to reject a Proposal from, or not award a Contract to, a business in which any individual with an ownership interest of five percent (5%) or more, has been convicted of, or has entered a plea of guilty or nolo contendere to, any state felony or equivalent federal felony crime committed in the solicitation or execution of a Contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### ***1.33 Insurance Requirements for Contractors***

**Contractor’s Insurance:** The Contractor shall not commence work under the resulting Contract until it has obtained all insurance required herein, and Contractor shall maintain the required insurance for the duration of the Contract or as further indicated herein. The date of the inception

of the policy must be no later than the first date of anticipated work under the Contract. Certificates of Insurance shall be filed with the State for approval. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State before work is commenced.

**Workers' Compensation Insurance:** Before any work is commenced, Contractor must have in place and shall maintain during the life of the Contract, Workers' Compensation Insurance for all of Contractor's employees and other persons for whom Contractor is required to provide Workers' Compensation Insurance under applicable law. In case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Workers' Compensation Insurance shall be in compliance with the Workers' Compensation law of the state of the Contractor's headquarters. Employer's Liability Insurance shall be included with a minimum limit of \$500,000 per accident/per disease/per person. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employer's Liability limit increased to a minimum of \$1,000,000 per accident/per disease/per person. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.

**Workers' Compensation Indemnity:** In the event Contractor is not required to provide or elects not to provide workers' compensation coverage, the parties hereby agree that Contractor, its owners, agents, and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers' Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents, and employees. The parties further agree that Contractor is a wholly-independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, and indemnify the State of Louisiana, its departments, agencies, agents, and employees from any such assertion or claim that may arise from the performance of this Contract.

**Commercial General Liability Insurance:** Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance, including but not limited to Personal and Advertising Injury Liability, which shall protect it, and the State, its officers, trustees, employees, servants, and/or agents, from losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorneys' fees), and other liabilities relating to personal injury, general negligence, violation of or failure to comply with any state or federal law, regulation, or other legal mandate, and damage to real or personal tangible property to the extent caused by Contractor, its employees, officers, agents, partners or subcontractors, and which may arise from operations or services under the Contract, whether such operations or services be by Contractor or by a subcontractor, or by anyone directly or indirectly employed or procured by either of them, or in such manner as to impose liability on the State, its officers, trustees, employees, servants, and/or agents. Such insurance shall name the State of Louisiana, its officers, trustees, employees, servants, and agents as additional insureds. The amount of coverage shall be as follows: Commercial General Liability insurance, including Personal and Advertising Injury Liability, with policy limits of not less than \$1,000,000 per

occurrence and \$2,000,000 in the aggregate, and Umbrella Liability insurance, with policy limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate.

The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

**Professional Liability (Errors & Omissions) Insurance:** Contractor shall maintain professional liability insurance, which covers the professional errors, acts, or omissions of the Contractor, with minimum policy limit of \$1,000,000 for the purpose of providing coverage for claims arising out of the performance of its services under this Contract. Claims-made coverage is acceptable. Coverage shall be provided for the duration of the Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than twenty-four (24) months, with full reinstatement of limits, from the expiration date of the policy, if the policy is not renewed.

**Cyber/Data Breach Liability Insurance:** Contractor shall have in place before commencing work under the Contract and maintain during the life of the Contract and for the extended reporting period herein, cyber/data breach liability insurance, including first-party costs, for any data breach that compromises the State's confidential data with a minimum policy limit of \$25,000,000 or self-insurance limit of \$25,000,000 for the purpose of providing coverage for claims arising out of the performance of its services under the Contract. Claims-made coverage is acceptable. Such insurance policy shall name the State of Louisiana, its officers, trustees, employees, servants, and agents as additional insureds. If self-insured, evidence of such acceptable to the State is required. Coverage shall be provided for the duration of the Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than twenty-four (24) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premiums.

**Owned, Non-Owned and Hired Motor Vehicles/Automobile Liability:** Contractor shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. ISO form number CA 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. Such insurance shall cover and include third-party bodily injury and property damage liability for any owned, non-owned, and hired motor vehicles engaged in operations within the terms of the Contract, unless such coverage is included in insurance elsewhere specified.

**Subcontractor's Insurance:** Contractor shall include all subcontractors performing work required by this Contract as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates of Insurance provided for any and all subcontractors, which are not protected under the Contractor's own insurance policies, of the same nature and in the same amounts as required of Contractor. Subcontractors shall be subject to all of the requirements stated herein. The State reserves the right to request copies of subcontractor's Certificates of Insurance at any time.

**Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and accepted by the State. The Contractor shall be responsible for all deductibles and self-insured retentions.

**Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The State, OGB, its officers, agents, employees, and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (or current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the State.
- b. The Contractor's insurance shall be primary as respects the State, OGB, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the State/OGB shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the State/OGB, its officers, agents, employees, and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the State/OGB, its officers, agents, employees, and volunteers for losses arising from work performed by the Contractor for the State/OGB under the Contract.

3. All Coverages

- a. Coverage shall not be cancelled, suspended, or voided by either the Contractor or the insurer or reduced in coverage or in limits, except after 30 days' written notice has been given to the OGB/State. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. Any such cancellation or reduction of coverage, if not approved in advance by the State, may result in termination of the Contract.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the OGB/State for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the State/OGB, its officers, agents, employees, and volunteers.

**Acceptability of Insurers:** All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction(s) in which the Contract/Project is performed. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for worker's compensation coverage only.



If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the Contract.

**Verification of Coverage:** Contractor shall furnish the OGB/State with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the OGB/State before work commences and upon any Contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The OGB/State reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver, or maintain such insurance as above provided, the Contract, at the election of the OGB/State, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

### ***1.34 Indemnification and Defense***

- (a) Contractor shall be fully liable for its own actions and the actions of its agents, employees, partners and subcontractors and shall fully protect, defend, and indemnify the State, all State departments, Agencies, Boards, and Commissions, its officers, trustees, employees, servants, subcontractors, agents, and volunteers (collectively the "State"), from and against any and all losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorneys' fees), and other liabilities of every name and description ("Claims/Costs") relating to personal injury or death to any person or damages, loss, or destruction of any real or tangible property which may occur, or in any way arise out of, any act or omission of Contractor, its employees, agents, partners, or subcontractors/vendors. Contractor shall not be required to indemnify for that portion of any Claim/Cost arising due solely to the negligent or intentional act or failure to act of the State.
- (b) Contractor shall further indemnify and defend the State from and against any Claims/Costs resulting from any violation of or failure to comply with any state or federal law, or other legal or Contract requirement to the extent caused by Contractor, its agents, employees, partners or subcontractors. Contractor shall not be required to indemnify for that portion of any Claim/Cost arising due solely to the negligent or intentional act or failure to act of the State.
- (c) Contractor shall fully protect, defend, and indemnify, the State from and against all adverse federal and state tax consequences, loss, liability, damage, expense, attorneys' fees or other obligations resulting from, or arising out of, any act or omission by Contractor in connection with this Contract, including but not limited to other obligations resulting from or arising out of any premium charge, tax, or similar assessment by federal, state, and local governmental authorities, for which Contractor is liable.

- (d) If applicable, Contractor will protect, defend, and indemnify, the State, its officers, trustees, employees, servants, subcontractors, agents, and volunteers, from and against all Claims/Costs which may be assessed against the State in any action for infringement of a United States Letter Patent with respect to the products furnished, or of any copyright, trademark, trade secret or intellectual property right, in relation to the Contract provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit; (ii) the opportunity to take over, settle or defend such Claim/Cost at Contractor's sole expense; and (iii) reasonable assistance in the defense of any such action at the expense of Contractor. Where a Claim/Cost arises relative to a real or anticipated infringement, the State, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as to such infringement claim as the State deems necessary.
- (e) In addition to the foregoing remedies for patent infringement Claims/Costs, if the use of the product, material, or service or part(s) thereof shall be enjoined for any reason or if Contractor believes that such use may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the State the right to continue using such product, material, or service or part(s) thereof, as applicable, under the same terms and conditions as provided in the Contract; (ii) to modify the product, material, or service so that it becomes a non-infringing product, material, or service of at least equal quality and performance, in the State's sole opinion; (iii) to replace the product, material, or service or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, in the State's sole opinion; or (iv) if none of the foregoing is commercially reasonable, provide monetary compensation to the State.
- (f) Contractor agrees to indemnify and defend the State from all Claims/Costs relating to Contractor's or its subcontractors' fault or negligence, including, but not limited to, any claims relating to the failure of Contractor to provide services or fulfill obligations as specified in the Contract due to financial hardship or insolvency.
- (g) Contractor agrees to investigate, handle, respond to, provide defense for and defend any Claims/Costs at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims/Costs are groundless, false or fraudulent.
- (h) The State may, in addition to other remedies available to the State, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers at Law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any Claims/Costs asserted by or against the State, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, for which Contractor owes indemnification and/or defense pursuant to this Section.

## ***1.35 Payment***

### ***1.35.1 Payment Terms***

In consideration of the services required by the Contract, OGB/the State hereby agrees to pay to Contractor a maximum fee to be determined after Contract award and negotiation for work performed during the term of the Contract. This fee is inclusive of travel and all Contract-related expenses. The payments are predicated upon successful completion by Contractor of the described services and deliverables as provided in the Contract and written approval by OGB. Contractor will not be paid more than the maximum amount of the Contract. **No payments will be made by OGB on banking or State holidays.**

The methods of payment may be via (i) EFT, a method in which payment is sent directly from the State's bank to the payee's bank, or (ii) wire transfer, a same day electronic funds transfer from OGB/State's bank account to the payee's bank account. See Attachment IX, Electronic Funds Transfer Solution, for additional information regarding electronic payment methods and registration.

Contractor will invoice OGB monthly for payment within five (5) business days after the end of each month. Upon validation of the invoice, OGB shall render payment of undisputed amounts within thirty (30) days.

During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each, if applicable.

## ***1.36 Termination of the Contract for Cause***

State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the Contract may constitute default and may cause cancellation of the Contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

### ***1.36.1 Termination of the Contract for Convenience***

The State may terminate the Contract at any time by giving at least thirty (30) days' written notice to Contractor of such termination or negotiating with Contractor an effective date. Contractor shall be entitled to payment for services completed prior to receipt of such notice and deliverables in progress, to the extent work has been performed satisfactorily.

### ***1.36.2 Termination for Non-Appropriation of Funds***

The continuation of this Contract is contingent upon the appropriation of funds by the Louisiana Legislature to fulfill the requirements of the Contract, as applicable. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced or eliminated by the veto of the Governor or by any means provided in the Appropriations Act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

### ***1.37 Assignment***

Contractor shall not assign any interest in the Contract by assignment, transfer, novation, or otherwise, without prior written consent of the OGB CEO or his/her delegee. This provision shall not be construed to prohibit Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment, novation, or transfer shall be furnished promptly to the State Contract Supervisor and shall not be binding upon the State until actually received by the State.

### ***1.38 Right to Audit***

The State Legislative Auditor, federal auditors, internal auditors of the Division of Administration and its designated agents, OGB, or others so designated by OGB/State shall be entitled to audit all accounts, procedures, matters, and records of any Contractor or subcontractor/vendor under any negotiated Contract or subcontract directly pertaining to the Contract for a period of five (5) years after final payment under the Contract and for the subcontractor/vendor for a period of five (5) years from the date of final payment under the subcontract, or such longer period as required by applicable laws. Records, including direct read access to databases and all tables, shall be made available during normal business hours for this purpose.

OGB/State has the right to hire an independent third-party auditor, if OGB deems necessary, to review all accounts, procedures, matters, and records, and Contractor and/or subcontractor/vendor shall provide access to all files, information system access, and space access upon request of OGB/State for the third-party auditor selected to perform the indicated audit.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within thirty (30) days thereafter issue a remittance to OGB/State of any payments declared to be improper or beyond the scope of the Contract. In combination therewith, or alternatively, OGB/State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding or subsequent invoices, if any.

### ***1.39 Compliance with Laws***

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the

Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Contract.

### ***1.40 Records***

All records, reports, documents, or other material related to the Contract, delivered or transmitted to the Contractor by OGB or its employees, agents, or authorized vendors, and/or obtained or prepared by Contractor or its subcontractors/vendors in connection with the performance of the services under the Contract shall become records of OGB/State and are referred to herein as "Records."

Contractor agrees to retain all Records in accordance with all state and federal laws and regulations. Further, Contractor agrees to retain all Records in accordance with OGB's official retention schedules (the "Schedules"), Attachment VII, until such time as the Records are returned to OGB/State or other disposition is agreed. In the event the applicable law and the Schedules contain different retention periods, the Records shall be kept for the longer period. Records shall be in a format and media as required by applicable law, or as agreed upon by the parties in writing, if allowed by law. The Schedules in place as of the effective date of this Contract are contained in Attachment VII, Records Retention Schedule, and may be amended from time to time as deemed necessary by OGB. To further ensure compliance with the Schedules and Louisiana law, Contractor agrees to abide by the processes outlined in Attachment VIII, Imaging System Survey Compliance and Records Destruction. Contractor shall return the Records to OGB/State, at Contractor's expense, within seven (7) days of request or in the specific instance of termination or expiration of the Contract, within sixty (60) days after the termination or expiration of the Contract, and shall retain no copies of the Records, unless required by applicable law, provided, the confidentiality and security requirements of this Contract shall apply to such Records as long as retained by the Contractor. Additionally, all State data must be sanitized from Contractor's (and its vendors') systems in compliance with the most current revision of NIST SP 800-66.

### ***1.41 Entire Agreement/Order of Precedence***

The Contract, together with the RFP and addenda issued thereto by OGB/State, the Proposal submitted by the Contractor in response to the RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, the signed Contract (excluding the RFP and the Contractor's Proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's Proposal.

### ***1.42 Contract Modifications***

No amendment or variation of the terms of the Contract shall be valid unless made in writing, signed by the parties and approved as required by applicable law. No oral understanding or agreement not incorporated in the Contract shall be binding on any of the parties.

### ***1.43 Substitution of Personnel***

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to projects outside the Contract, outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in providing services. When possible, Contractor will give OGB a minimum of sixty (60) days' advance written notice of any changes in OGB's account management team, and a description of the training for new team members. Reasonable exceptions would apply in situations beyond Contractor's control (i.e., resignation/termination with less than sixty (60) days' notice). OGB reserves the right to request changes to any of the assigned personnel based on unsatisfactory performance levels as determined by OGB. Additionally, OGB will be provided with the opportunity to interview any new team member(s).

### ***1.44 Governing Law***

The Contract shall be governed by and enforced in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code, as applicable). After exhaustion of any available administrative remedies, the exclusive venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### ***1.45 Claims or Controversies***

Any claim or controversy arising out of the Contract shall be resolved by the provisions of La. R.S. 39:1672.2-1672.4.

### ***1.46 Code of Ethics***

Proposers shall ensure that there will be no conflict or violation of the Louisiana Ethics Code if awarded the Contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

### ***1.47 Corporate Requirements***

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, Contractor shall have obtained a certificate of authority pursuant to La. R.S. 12:301-302 from the Louisiana Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana Secretary of State.

### ***1.48 Prohibition of Discriminatory Boycotts of Israel***

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial

treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any Contract awarded based on such a false response.

### ***1.49 Performance Bond***

Unless issuance of such bond is against applicable law, Contractor shall provide a performance (surety) bond in an amount determined by OGB of no more than one hundred percent (100%) of the annual contracted fees to ensure the successful performance under the terms and conditions of the Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved companies which is published annually in the Federal Register, or by a Louisiana-domiciled insurance company with at least an A-rating to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

The performance bond is to be provided at least thirty (30) working days prior to the effective date of the Contract. Failure to provide within the time specified may cause the Contract to be cancelled.

## **2 SCOPE OF SERVICES**

### ***2.1 Scope of Services***

The Contractor shall provide capitated primary care network provider services for Plan Participants enrolled in the OGB self-funded Plans other than the Pelican HSA 775. The participating Plans include the Magnolia Local Plus, the Magnolia Local, the Magnolia Open Access, and the Pelican HRA 1000. The Contractor shall provide capitated primary care network provider services on a statewide or regional basis.

### ***2.2 Tasks and Services***

The Contractor must possess the knowledge, capability, and resourcefulness to effectively provide a primary care network in accordance with all federal, state, and any other applicable laws, regulations, policies, OGB requirements, etc. The Contractor shall provide competent and qualified staff to work on the scope of services under the Contract.

The Contractor will be responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the resulting Contract. OGB reserves the right to modify or delete the tasks and services listed and, if appropriate, add additional tasks and services prior to and during the term of the Contract, subject to the approval of the OGB CEO, Office of State Procurement, and any other approval required by law.

At a summary level, these tasks include:

1. Implementation services
2. General Support Services

### 3. Primary Care Network Services

The Contractor shall perform the following tasks and services:

#### **Task (1): Implementation**

- Assign a dedicated implementation team to manage the implementation process.
- Facilitate system programming including, but not limited to, data collection from OGB; file transfer set-up between OGB and Contractor; and data transfer and mapping. If Contractor requires file mapping and/or subsequent updates, this service will be provided by Contractor at no additional cost to OGB. **Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of “pgp”. The encryption key must have an expiration of no longer than five (5) years from the creation date and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.**
- Upon OGB request, the Contractor will be required to work with the appointed OGB actuary, other selected OGB contractors, employees from the Division of Administration, and the OGB staff for management of the program.
- Conduct project status implementation meetings with the Contract Supervisor on-site, or via teleconference.
- Perform comprehensive systems testing and quality assurance audits, with results reported to OGB prior to the “Go-Live” date, at no additional cost.
- Ensure successful and timely completion of all tasks necessary to begin performance of the Contract on March 1, 2019, 12:00 am CT.
- Network providers included in the Contractor’s network must make availability to undergo an initial on-site visit from OGB representative(s) to ensure that quality measures are met.

#### **Task (2): General Support Services**

- Designate one key person and at least one back-up staff member as the contacts to OGB for all daily operational questions.
- Meet with OGB staff on-site, or via teleconference, on at least a monthly basis to review and evaluate Contract administration. This schedule may be modified by OGB.
- Establish, arrange, and maintain capitated primary care provider network through contractual arrangements with participating providers.
- Assist OGB in meeting its responsibilities with respect to administering individual rights and obligations, such as access, amendment and disclosure accounting rights, as required by all applicable laws, including but not limited to PPACA, and HIPAA and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-164), as described in Attachment II: Business Associate Addendum.



From time to time, OGB or business associates of OGB may require access to certain protected health information, as defined in HIPAA and its implementing regulations, in order to perform certain Plan administration functions on behalf of the Plan. Before Contractor will disclose any protected health information regarding a Plan Participant covered under the Plan, Contractor must adhere to the administrative requirements as outlined in the Attachment II: Business Associate Addendum.

- Assist OGB in preparation of any return or report pertaining to the capitated primary care network as required by any federal government agency, and furnish OGB an annual report of information available to Contractor which may be needed by OGB to satisfy ERISA or any other applicable state or federal requirements. Contractor shall not be responsible for determining when or whether government filings are required or completing or filing any report or return.
- If applicable, Contractor will provide to OGB certain information required to be reported related to compensation earned with regard to administration of the network. This information shall include all direct and indirect compensation paid by OGB to either Contractor or a third-party subcontractor for providing network services under this Contract.
- From time to time, health plans are certified as class Plan Participants in class actions that involve payments made by the plans for health care services, medications or medical devices. Contractor must notify OGB within five (5) business days of receipt that it has received any class action notice and/or notice of other lawsuits in which Contractor determines OGB could have an interest. Contractor will file any OGB claims on behalf of OGB upon request of OGB. Contractor will provide data and reporting to use in filing for refunds and judgments at no additional cost.
- Contractor agrees to include the OGB in anti-fraud efforts undertaken by Contractor. If Contractor initiates legal proceedings pursuant to anti-fraud efforts that would include the network's interests and OGB's interests, Contractor shall notify OGB within five (5) business days of such litigation and as to any costs that would be incurred by OGB should OGB decide to allow Contractor to pursue OGB's interest in such litigation. OGB shall notify Contractor if Contractor should pursue OGB's interests in such litigation within a reasonable time.

### **Task (3): Primary Care Network Services**

- Provide at least 45 days advance written notification to OGB of any change in capitated primary care provider network that will effect a 1% or greater change in the number of providers in the network.
- Submit standardized reports and/or data to OGB for the purpose of evaluating utilization, savings, financial experience, and other aspects of the Contractor's performance, as provided in Section 2.3 Deliverables. Format and layout must be approved by OGB.
- On or before August 1 prior to each Plan year, Contractor shall prepare a document containing a description of the covered benefits provided by the capitated primary care network to be used by OGB to prepare a plan document. OGB shall review and approve the description of covered benefits prior to dissemination to the Primary Plan Participant(s) covered under the capitated primary care network. If any changes to the draft prepared by

Contractor are needed, OGB will request such changes in writing. Contractor shall update the draft to include OGB's requested changes and submit the revised draft to OGB within five (5) business days.

- On or before August 1 prior to each Plan year, Contractor shall prepare a Summary of Benefits and Coverage ("SBC") document to be used by OGB. Contractor will provide the SBC to OGB within ten (10) business days after it has received from OGB all of the benefits information Contractor needs to draft the document. OGB will review the draft prepared by Contractor. If any changes to the draft prepared by Contractor are needed, OGB will request such changes in writing. Contractor shall update the draft to include OGB's requested changes and submit the revised draft to OGB within five (5) business days. If no changes are required, OGB will approve the document in writing.

The SBC will be prepared by Contractor in the English language. Contractor will not be responsible for any translations of the SBC or any other Plan documents into any other language.

- Contractor shall distribute the SBC to participating Primary Plan Participant(s) by October 1, 2019, and by each October 1<sup>st</sup> prior to each subsequent Plan year, and when changes made by OGB to the Plan would require the distribution of a new SBC to all participating Primary Plan Participant(s). Distribution of the SBCs shall be accomplished by Contractor mailing a copy to each participating Primary Plan Participant.

**Note:** The Transitional Reinsurance Program fees and the Patient Certified Outcome Research Institute (PCORI) fees are the responsibility of OGB and are not included in the Monthly Fees.

- Provide assistance to OGB in complying with grievance and appeal procedures adopted by OGB and as outlined in the Plan Document, see Attachment X: Appeal Procedures.

- 1) With respect to processes for internal Claims and appeals and external review, Contractor shall abide by the grievance and appeals procedures as stated in OGB's annual Plan Document for the self-insured Plans. Contractor shall:

- (i) For the first level of internal appeal, determine whether benefits are payable in accordance with the Plan Document as a result of an adverse benefit determination, within the timeframes required by applicable law. Contractor will also issue timely decision notices of benefit determination in the appropriate format. If the Contractor receives first level internal appeals requiring eligibility determinations, Contractor will immediately notify and forward the appeal to OGB within five (5) business days of receipt.

- (ii) At the conclusion of the first level of internal appeal for benefit determination, Contractor will notify the Plan Participant of Contractor's disposition of the appeal including instructions on how to initiate any additional levels of appeal that may be available to the Plan Participant. The determination will include instructions on how the Plan Participant may initiate a second level benefit determination appeal to the Contractor. For the second level internal appeal for

benefit determination, Contractor will determine whether benefits are payable in accordance with the Benefit Plan as a result of an adverse benefit determination, within the timeframes required by law and issue timely decision notices in the appropriate format. Additionally, Contractor will notify the Plan Participant in writing of any external review rights that may be available.

- (iii) Unless otherwise requested by OGB in writing, Contractor will facilitate OGB's external review procedures by randomly assigning an external review request to one of Contractor's contracted independent review organizations ("IRO"). Contractor is responsible for complying with applicable laws regarding external review.

Once the claimant exhausts the appeal rights to be provided through Contractor under the Plan Document, in the event Contractor receives any final appeal or grievance requests made by a denied claimant, Contractor shall immediately forward the request to OGB within five (5) business days of receipt.

- Prepare and distribute an explanation of benefits to the Plan Participant following each provision of service, as required by applicable law.
- Provide a network of capitated primary care providers (herein, referred to as "Providers"). Providers included in the capitated primary care network must meet or exceed the following criteria:
  - Board certified or board eligible in primary care, internal medicine, emergency medicine, or family medicine.
  - Graduates of accredited medical schools with a degree of MD or DO.
  - Licensed to practice medicine in the State of Louisiana.
  - Maintains medical professional liability insurance and/or medical malpractice insurance.
  - Able to work with diverse populations
  - In possession of a Drug Enforcement Administration (DEA) number.
  - Licensed Nurse Practitioners and/or Physician Assistants working under the supervision of a licensed physician that is a provider in the capitated primary care network (meeting the requirements listed above) are eligible to participate as Providers in the capitated primary care network.

The Providers participating in the capitated primary care network must provide, at a minimum, the following services:

- Maintain walk-in services: same day services with no appointment needed. Appointments may be made by Plan Participants in advance, but should not be required.
- Maintain laboratory and radiology accreditations.
- Newly-enrolled network providers must make availability to undergo an initial on-site visit from OGB representative(s) to ensure that quality measures are met.
- Provide direct patient care including but not limited to taking medical histories, providing treatment and education of Plan Participants, and ordering and interpreting laboratory and radiological tests.
- Provide medical evaluation and treatment for general health conditions, including but not limited to the following:

- Cold, flus, seasonal allergies
- Burns and other minor skin conditions
- Sprains, joint injuries
- Wound care
- Gastrointestinal virus
- Upper respiratory illnesses including, but not limited to, bronchitis, sinusitis, pneumonia, mononucleosis, and strep throat
- Conjunctivitis and other eye infections
- Immunizations and influenza vaccines
- Make referrals to other medical providers when treatment by a capitated primary care provider is not possible or appropriate. Referrals shall only be made to medical providers that are in the OGB self-funded plan network, currently administered by Blue Cross and Blue Shield of Louisiana. Specialist referrals should be made only when medically necessary. OGB reserves the right to monitor the specialty referral rate.
- Provide trained personnel in CPR/Automated External Defibrillator
- Provide laboratory services and radiology services
- Provide preventative screening laboratory services and provide a comprehensive and tailored personal health report for each Plan Participant to whom the Providers render such services.
- Provide services to Plan Participants within thirty (30) minutes of arrival at the capitated primary care network provider, whether the capitated network provider visit is on a walk-in or appointment basis.
- Advise patients on diet, exercise, hygiene, and general health to aid in the prevention of illnesses, diseases, and disorders.
- Provide the necessary personnel, equipment, supplies, and services to perform the Scope of Services.
- Maintain all licensures, insurance and permits to provide medical services in the State of Louisiana.
- Maintain and handle medical records and respond to subpoenas for medical records in compliance with all applicable laws.
- Give Plan Participants resources to help them better monitor their health, understand their risk factors and make educated choices as to their health.

## ***2.3 Deliverables***

The Contractor shall provide the following deliverables:

- An electronic primary care network provider directory to include on the OGB website, updated monthly, in a format acceptable to OGB.
- Description of covered services offered through Contractor for the following Plan year, by August 1 prior to each Plan year.
- Summary of Benefits and Coverage (“SBC”) by August 1 prior to each Plan year, to be disseminated on or before October 1 prior to the beginning of each Plan year.
- Copy of Providers’ medical licenses, DEA certificate, and documentation demonstrating laboratory and radiology accreditations.
- Provider access mapping on an annual basis for each Contract Year.
- Monthly invoices.

- Monthly referral report in a format acceptable to OGB within fifteen (15) business days after the first day of each month.
- Quarterly referral report in a format acceptable to OGB within forty-five (45) calendar days after the close of each quarter
- Annual referral report in a format acceptable to OGB within ninety (90) business days after the end of each Contract year.
- Monthly encounter data report in a format acceptable to OGB within fifteen (15) business days after the first day of each month.
- Quarterly encounter data report in a format acceptable to OGB within forty-five (45) calendar days after the close of each quarter
- Annual encounter data report in a format acceptable to OGB within ninety (90) business days after the end of each Contract year.
- Monthly Value Report in a format acceptable to OGB within fifteen (15) business days after the first day of each month.
- Quarterly Value Report in a format acceptable to OGB within forty-five (45) calendar days after the close of each quarter
- Annual Value Report in a format acceptable to OGB within ninety (90) business days after the end of each Contract year.
- Monthly provider visit wait time report in a format acceptable to OGB within fifteen (15) business days after the first day of each month.
- Quarterly provider visit wait time report in a format acceptable to OGB within forty-five (45) calendar days after the close of each quarter
- Annual provider visit wait time report in a format acceptable to OGB within ninety (90) business days after the end of each Contract year.
- Independent assurance reporting as provided in Attachment I: Sample Contract, Section 19, no later than September 30 of each Contract year.
- Providers in the Contractor's capitated primary care network will provide the provider's HIPAA privacy notice to Plan Participants who receive services at the provider's clinic.
- Prepare and distribute the following materials to each new Primary Plan Participant(s) within thirty (30) days of receipt of confirmation from OGB as to the validity of the enrollment application and Plan Participant:
  1. A Plan Document, which includes information on all covered services, including, but not limited to: benefits, limitations, exclusions, copayments, coinsurances and deductibles, policies and procedures for utilizing clinical and administrative services, conditions under which an individual's membership may be terminated, procedures for registering complaints or filing grievances against the Contractor or any providers participating in a contractual agreement with the Contractor.
  2. Contractor will supply identification cards to Primary Plan Participant(s) of the Plan upon the Plan Participant's joining the Plan. New cards will be issued to all Primary Plan Participant(s) of the Plan when OGB is serviced by Contractor for the first time. The identification cards must contain all elements required by all applicable laws, including but not limited to Louisiana Revised Statutes Title 22 and La. R.S. 40:2201, et seq. Thereafter, new cards will only be issued on an individual basis, when Primary Plan Participant(s) make changes to their coverage at annual or any other special enrollment that require the issuance of a new card,

whenever OGB adds new Primary Plan Participant(s) to the Plan during a Plan year, or whenever a card duplicate is requested, at no additional charge to OGB or the Primary Plan Participant(s). Additional cards for family Plan Participants shall also be provided upon request and at no additional charge to OGB or the Plan Participant.

3. Summary of Benefits and Coverage and Uniform Glossary, as required by the federal PPACA and/or state law and/or rules and regulations promulgated pursuant thereto. If requested by OGB, Contractor shall provide printed SBC documents to OGB for distribution to eligible employees who are not enrolled in a health plan.

- Provide OGB-specific ad hoc reports within thirty (30) days of OGB request that will include data related to Contractor's operating performance of OGB's Plan Participants.
- During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each, if applicable.

## 2.4 Performance Guarantees

The table below shows the return on investment ("ROI") performance guarantee that the Contractor's performance will be measured against, along with the performance guarantee related to provider visit wait time. Contractor will also be subject to per day fees for Independent Assurance Reporting performance guarantees.

Performance Guarantee	Fees at Risk	Measurement
Return on Investment guarantee	Meeting the guarantee as agreed upon by OGB and the Contractor	For each Contract Year, the ROI guarantee will be measured against the Contractor's performance. OGB will generate a Cost Savings Report by comparing the Value Report to OGB's Monthly Capitated Primary Plan participant fee. This will be used to determine if Contractor has met its guaranteed ROI. Any shortfall will be paid to OGB within 90 days of the end of the measurement period. Fifteen (15%) of the payment under the resulting contract for contract calendar year 3 and contract calendar year 5 will be withheld until the ROI guarantee is provided to OGB.
Provider visit wait time	5% of annual fees	Greater than one percent (1%) of Plan Participant visits were seen by the provider in greater than thirty (30) minutes from arrival time, whether the network provider visit is on a walk-in or appointment basis.

Independent Assurance Reporting	\$1,000 per day	Submit annual independent assurance report as provided in Attachment I: Sample Contract, Section 19, no later than September 30 of each Contract year.
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ROI and provider visit wait time performance guarantees must be reconciled on an annual basis for each Contract Year. ROI and provider visit wait time performance guarantee penalties owed to OGB shall be paid within ninety (90) days after the end of each Measurement Period.

**Audit:** OGB reserves the right to audit performance guarantee reports on an annual basis. A third party may be utilized to perform this audit.

**Measurement Periods:** The first period to be measured shall be February 1, 2019, through January 31, 2020. The second period will be for Contract year February 1, 2020 through January 31, 2021, and the third period will be for Contract year February 1, 2021 through January 31, 2022. The fourth and fifth periods, subject to the renewal option, will be for Contract years February 1, 2022 through January 31, 2023; and February 1, 2023 through January 31, 2024, respectively.

## 2.5 Technical Requirements

NOT APPLICABLE TO THIS CONTRACT

## 2.6 Project Requirements

OGB will designate an OGB Contract Supervisor to the Contract who will serve as the primary point of contact for the Contractor. The Contractor shall be the single point of contact for all subcontractor work.

# 3 EVALUATION

## 3.1 Evaluation and Review

Proposals that pass the mandatory requirements review, Section 1.8.1 Mandatory Qualifications, will be evaluated based on information provided in the Proposal according to the following criteria:

CRITERIA	MAXIMUM SCORE
PHASE 1: TECHNICAL APPROACH FOR REGION OR STATEWIDE NETWORK	
Approach and Methodology	30
Experience and Staff Qualifications	18
Hudson/Veteran Small Entrepreneurship Program (up to 10 points reserved for Hudson-certified vendors; up to 12 points reserved for Veterans-certified vendors; if no Veterans-certified vendors propose, those 2 points are not awarded; see Section 1.9.G for details)	12
<b>TECHNICAL APPROACH SCORE</b>	<b>60</b>
PHASE 2: COST PROPOSAL FOR REGION OR STATEWIDE NETWORK	
Monthly Fee	40
<b>COST PROPOSAL SCORE</b>	<b>40</b>
<b>TOTAL SCORE</b>	<b>100</b>

The Proposals will be evaluated on a Regional basis.

The Evaluation Team will evaluate each criterion within the Technical Proposal and assign scores based upon information submitted in the proposal content for Approach and Methodology and Experience and Staff Qualifications. **Proposer must receive a minimum score of 24 points (50%) of the total available points in the categories of Approach and Methodology and Experience and Qualifications to be considered responsive to the RFP. Proposals not meeting this minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

### **Phase 1 – Technical Approach for each Region**

The Proposer shall indicate in the Technical Proposal whether proposing on a statewide or regional basis. Region(s) shall be indicated by providing the number for the Region(s) included in the proposal. See Attachment V: Region By Parish, which provides each of the nine (9) Louisiana Regions.

#### Approach and Methodology

- Demonstrated effectiveness of Proposer's approach and methodology to performing the various services outlined in Section 2, Scope of Services.
- Quality, depth, and completeness of the project work plan.
- Provided documentation to ensure Return on Investment guarantee cost saving measurements and acknowledgement of shortfall responsibilities.
- Understanding of the work, including a thoroughness shown in understanding the objectives of the Scope of Services (Section 2), specific services, and planned execution of the Scope of Services.

#### Experience and Staff Qualifications

- Effectiveness of the proposed organization and staffing plan.
- Evidence that the Contractor has the current capabilities and can assure performance for each requirement
- Demonstration of successful past experience with public entity accounts and other accounts that is similar to that necessary to perform services included in Section 2, Scope of Services
- Subcontractor/Subvendor qualifications and experience
- Current and relevant knowledge, quality and depth of experience of the proposed project staff, specifically identifying whether through completed or ongoing efforts similar in nature to this Scope of Services

#### Veteran and Hudson Initiative

Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 12% of the total evaluation points)



Hudson/Veteran Small Entrepreneurship shall be rated as specified in Section 1.9.G. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.

Additional services offered through Contractor will be considered as part of the technical evaluation.

## **Phase 2 – Cost for each Region**

Cost Proposals for all Proposers will be evaluated and an absolute score calculated. The Proposer shall provide the Cost for the Region(s) included in the proposal on Attachment III. See Attachment V: REGION BY PARISH, which provides each of the nine (9) Louisiana Regions.

### **I. Monthly Fee**

Proposal with the lowest proposed Fixed Monthly Capitated Fee will receive 40 points. Points will be assigned for cost using a calculation-based evaluation process based on the total cost for this factor from the pricing submitted by each Proposer on Attachment III: Cost Proposal Template.

The Fixed Monthly Capitated Fee will be scored using the following methodology:

1. The lowest proposed Fixed Monthly Capitated Fee will receive 100% of the available points for the cost component
2. Remaining Proposals will receive points based on application of the following formula:  
$$\text{Points for Cost Component} = (\text{Cost of Lowest Cost Proposal} / \text{Cost of Proposal Being Evaluated}) \times 40 \text{ (points available for the cost component)}$$

## **4 PERFORMANCE STANDARDS**

### ***4.1 Performance Requirements***

See Section 2, Scope of Services

### ***4.2 Performance Measurement/Evaluation/Monitoring Plan***

#### **Performance Guarantees:**

Contractor agrees to provide its operational performance guarantees on a client-specific basis. OGB shall have the ability to modify the performance guarantees each Contract year; however, the proposed ROI guarantee and the proposed provider visit wait time guarantee of five (5%) percent of the annual contracted cost will remain as agreed upon by OGB and Contractor. The Contractor shall also be subject to per day charges for Independent Assurance Reporting guarantees as set forth in Section 2.4 Performance Guarantees. All guarantees must be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of each Contract year.

**Audit:** OGB reserves the right to audit performance guarantee reports on an annual basis. A third party may be utilized to perform this audit.

**Measurement Periods:** The first period to be measured shall be March 1, 2019, through February 29, 2020. The second period will be for Contract year March 1, 2020 through February 28, 2021, and the third period will be for Contract year March 1, 2021 through February 28, 2022. The fourth and fifth periods, subject to the renewal option, will be for Contract years March 1, 2022 through February 28, 2023; and March 1, 2023 through February 29, 2024, respectively.

**Monitoring Plan:**

The Contract Supervisor will be the OGB Medical and Pharmacy Group Benefits Administrator, who will monitor the services and performance provided by the Contractor and the expenditure of funds under the Contract. The monitoring plan is as follows:

1. The Contractor will submit various monthly, quarterly, and annual reports to the Contract Supervisor as specified in RFP Section 2, Scope of Services.
2. The Contract Supervisor will ensure all scopes of services and deliverables are submitted timely and perform subsequent review and acceptance.
3. The Contract Supervisor will provide oversight of the implementation of the Scope of Services to ensure quality, efficiency, and effectiveness in fulfilling the Contract terms and the goals and objectives of OGB.

***4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements***

During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

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## **ATTACHMENT I: SAMPLE CONTRACT**

On this \_\_\_ day of \_\_\_\_\_, 2018, the State of Louisiana, Office of Group Benefits, 1201 N. 3<sup>rd</sup> Street, Suite G-159, Baton Rouge, LA 70802, hereinafter sometimes referred to as the “OGB” or “State”, and (Contractor Name), (Address), hereinafter sometimes referred to as the “Contractor,” do hereby enter into a Contract under the following terms and conditions.

### **1 SCOPE OF SERVICES**

#### **1.1 CONCISE DESCRIPTION OF SERVICES**

(Contractor Name) shall provide capitated primary care network services. These services shall include, at a minimum, all services specified in Section 1.2 and the attachments referenced therein.

#### **1.2 STATEMENT OF WORK**

The Statement of Work consists of the following and/or any subsequent addendum:

See RFP Section 2, Scope of Work/Services

See RFP Attachment II: Business Associate Addendum

See RFP Attachment III: Cost Proposal Template

See RFP Attachment VII: Records Retention Schedule

See RFP Attachment VIII: Imaging System Survey Compliance and Records Destruction

#### **1.3 GOALS AND OBJECTIVES**

1. To provide quality, cost-effective primary care network health care services to Plan Participants enrolled in OGB self-funded Plans other than the Pelican HSA 775, as follows: Magnolia Local Plus, Magnolia Local, Magnolia Open Access, Pelican HRA 1000.
2. To establish a Contract with a primary care network of providers for a monthly capitation payment.

#### **1.4 PERFORMANCE MEASURES**

The performance of the Contract, including but not limited to RFP Section 2, Scope of Services, and/or any subsequent addendum including performance criteria and corresponding monetary penalties for Contractor’s failure to comply with the identified criteria in Section 3.6, Performance Guarantees, will be measured by the OGB Contract Supervisor. The OGB Contract Supervisor is authorized to evaluate the Contractor’s performance against these criteria.

#### **1.5 MONITORING PLAN**

The Contract Supervisor will be the OGB Medical and Pharmacy Group Benefits Administrator, who will monitor the services and performance provided by the Contractor and the expenditure of funds under this Contract. The monitoring plan is as follows:

1. The Contractor will submit various monthly, quarterly, and annual reports to the Contract Supervisor as specified in RFP Section 2, Scope of Services.

2. The Contract Supervisor will ensure all deliverables are submitted timely and perform subsequent review and acceptance.
3. The Contract Supervisor will provide oversight of the implementation of the Scope of Services to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of OGB.

## **1.6 CONTRACTOR PROJECT MANAGEMENT**

Contractor Project Management is as follows:

- A. Account Management Team.** Contractor will provide an account management team for the duration of the engagement, including a project manager and any other personnel considered key to the success of the Contract.
- B. Substitution of Key Personnel.** The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of OGB/State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to projects outside this Contract, outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in providing services. When possible, Contractor will give OGB a minimum of sixty (60) days' advance notice of any changes in OGB's account management team, and a description of the training requirements for new team members. Reasonable exceptions would apply in situations beyond Contractor's control (i.e., resignation/termination with less than 60 days' notice). OGB reserves the right to request changes to any of the assigned personnel based on unsatisfactory performance levels as determined by OGB. Additionally, OGB will be provided with the opportunity to interview any new team member(s).
- C. Account Management Team Support.** The account management team will provide support around account strategy, issue resolution, reports and other requested projects and deliverables.
- D. Coordination with other OGB Vendor(s).** Contractor will coordinate and cooperate with OGB's administrative services provider(s) for OGB's self-insured medical plans, pharmacy benefit manager, and other vendors as needed on integration of information to or from other service providers relative to the services addressed in this Contract.

## **1.7 DELIVERABLES**

The Contract will be considered complete when the entire scope of work has been completed and Contractor has delivered and OGB has accepted all deliverables specified in the Contract.

## **1.8 VETERAN-OWNED AND SERVICE-CONNECTED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS**

During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

## 2 DEFINITIONS

**Contractor** – Denotes the successful Proposer who is awarded a Contract and assumes full responsibility and liability for completion of the scope of work and deliverables.

**Capitation** – Denotes a system used to pay health care providers, in which the providers receive a fixed, predetermined sum of money, typically on a monthly basis, to provide services for Plan Participants.

**Cost Savings Report:** Denotes the report produced monthly by OGB comparing the monthly Value Report to OGB's Monthly Capitated Primary Plan participant fee. The Cost Savings report will be the base report used to calculate whether Proposer has met its guaranteed Return on Investment. OGB will calculate the value of Capitated Services as follows: Value of Capitated Services = Fee for Service Amount X 40% (representing customary 60% discount for Louisiana in-network providers) minus the monthly Capitated Primary Plan Participant fee.

**Value Report:** Denotes a monthly billing report from Contractor that lists the services rendered to Plan Participants, the region where service was provided, and the amount that each capitated plan provider would have billed for such services to a fee-for-service plan, if not participating in this Capitated Primary Plan Network. OGB will calculate the value of Capitated Services as follows: Value of Capitated Services = Fee for Service Amount X 40% (representing customary 60% discount for Louisiana in-network providers) minus the monthly Capitated Primary Plan Participant fee.

**HIPAA** – Denotes Health Insurance Portability and Accountability Act.

**Network Provider** – Denotes a health care provider that participates in the Proposer's/Contractor's established network to provide primary health care services to Plan Participants.

**OGB CEO**– Denotes the Office of Group Benefit's Chief Executive Officer.

**OSP** – Denotes Office of State Procurement.

**Plan Participant(s)** – Denotes individuals who are entitled to covered benefits through OGB under the self-funded plans offered by OGB, with the exception of the Pelican HSA 775, as identified in the eligibility data file prepared, maintained and as determined by OGB, and delivered to the Contractor.

**Primary Plan Participant(s)** – Denotes the Plan Participant whose relationship with OGB governs the coverage under the Plan.

**Proposal** – Denotes a response to a RFP.

**Proposer** – Denotes an individual or organization submitting a proposal in response to a RFP.

**RFP** – Denotes a Request for Proposals.

**Return on Investment:** Denotes a performance measure used to evaluate the efficiency of an investment. ROI measures the amount of return on investment relative to the investment's cost. Proposer must provide any return on investment guarantees (ROI) on an annual basis, listing the savings and measurements that are included in the ROI proposed. Proposer must provide a ratio of the capitated fees to the cost savings to OGB.

**Shall, Must, Will** – Denotes a mandatory requirement.

**Should, May, Can** – Denotes an advisable or permissible action.

**State** - The State of Louisiana.

### **3 ADMINISTRATIVE REQUIREMENTS**

#### **3.1 TERM OF CONTRACT**

The term of any Contract resulting from this RFP shall begin on or about March 1, 2019, and is anticipated to end on January 31, 2022. With all proper approvals and concurrence with the successful Contractor, OGB may also exercise an option to extend the Contract for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the contract beyond the initial thirty-six (36)-month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) and/or other approval authorized by law shall be obtained. Written evidence of JLCB approval shall be submitted, along with the contract amendment, to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total Contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

#### **3.2 OGB FURNISHED RESOURCES**

OGB shall appoint a Contract Supervisor for this Contract who will provide oversight of the activities conducted hereunder. The assigned Contract Supervisor shall be the principal point of contact on behalf of OGB and will be the principal point of contact for the Contractor concerning Contractor's performance under this Contract.

#### **3.3 TAXES AND FEES**

Contractor is responsible for payment of all taxes and fees on Contractor's income, property, and entity status (i.e., permits, licenses, etc.). Contractor's federal tax identification number is \_\_\_\_\_. Contractor's seven-digit Louisiana Department of Revenue account number is \_\_\_\_\_. In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue ("LDR") must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue prior to the approval of this Contract by the Office of State Procurement. The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this Contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should the prospective Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of notification of such discrepancies.

#### **3.4 PAYMENT TERMS**

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of \$\_\_\_\_\_ for work performed during the term of this

Contract. This fee is inclusive of travel and all Contract-related expenses. Payments are predicated upon successful completion by Contractor and written approval by OGB of the described services and deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract. No payments will be made by OGB on banking or State holidays.

Contractor will invoice OGB monthly for payment within five (5) business days after the end of each month. Upon validation of the invoice, OGB shall render payment of undisputed amounts within thirty (30) days.

### **3.5 PERFORMANCE BOND**

Unless issuance of such bond is against applicable law, Contractor shall provide a performance (surety) bond in an amount determined by OGB of no more than one hundred percent (100%) of the annual contracted fees to ensure the successful performance under the terms and conditions of the Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved companies which is published annually in the Federal Register, or by a Louisiana-domiciled insurance company with at least an A-rating to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

The performance bond is to be provided at least thirty (30) working days prior to the effective date of the Contract. Failure to provide within the time specified may cause the Contract to be cancelled.

### **3.6 PERFORMANCE GUARANTEES**

Contractor agrees to provide its operational performance guarantees and report OGB's results on an OGB-specific basis. OGB shall have the ability to modify the performance guarantees each Contract year; however, the Return on Investment guaranteed amount and the proposed provider visit wait time guarantee of five (5%) percent of the annual contracted cost will remain as agreed upon by OGB and the Contractor, and Contractor will be subject to per day fees for certain performance guarantees. All guarantees must be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of each Contract year. Fifteen percent (15%) of the payment under the resulting contract for contract calendar year 3 and contract calendar year 5 will be withheld until the ROI guarantee is provided to OGB.

Audit: OGB reserves the right to audit performance guarantee reports on an annual basis. A third party may be utilized to perform this audit.

**Measurement Periods:** The first period to be measured shall be March 1, 2019, through February 29, 2020. The second period will be for Contract year March 1, 2020 through February 28, 2021, and the third period will be for Contract year March 1, 2021 through February 28, 2022. The fourth and fifth periods, subject to the renewal option, will be for Contract years March 1, 2022 through February 28, 2023; and March 1, 2023 through February 29, 2024, respectively.

## **4 TERMINATION**

### **4.1 TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default, and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

### **4.2 TERMINATION FOR CONVENIENCE**

OGB/State may terminate the Contract at any time by giving at least thirty (30) days' written notice to Contractor of such termination or negotiating with Contractor an effective date. Contractor shall be entitled to payment for services completed prior to receipt of such notice and deliverables in progress, to the extent work has been performed satisfactorily.

### **4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this Contract is contingent upon the appropriation of funds by the Louisiana Legislature to fulfill the requirements of the Contract, as applicable. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced or eliminated by the veto of the Governor or by any means provided in the Appropriations Act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

## **5 INDEMNIFICATION AND DEFENSE**

- (a) Contractor shall be fully liable for its own actions and the actions of its agents, employees, partners and subcontractors and shall fully protect, defend, and indemnify the State, all State departments, Agencies, Boards, and Commissions, its officers, trustees, employees, servants, subcontractors, agents, and volunteers (collectively the "State"), from and against any and all losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorneys' fees), and other liabilities of every name and description ("Claims/Costs") relating to personal injury or death to any person or damages, loss, or destruction of any real or tangible property which may occur, or in any way arise out of, any act or omission of Contractor, its employees, agents, partners, or subcontractors/vendors. Contractor shall not be required to indemnify for that portion of any Claim/Cost arising due solely to the



negligent or intentional act or failure to act of the State.

- (b) Contractor shall further indemnify and defend the State from and against any Claims/Costs resulting from any violation of or failure to comply with any state or federal law, or other legal or Contract requirement to the extent caused by Contractor, its agents, employees, partners or subcontractors. Contractor shall not be required to indemnify for that portion of any Claim/Cost arising due solely to the negligent or intentional act or failure to act of the State.
- (c) Contractor shall fully protect, defend, and indemnify, the State from and against all adverse federal and state tax consequences, loss, liability, damage, expense, attorneys' fees or other obligations resulting from, or arising out of, any act or omission by Contractor in connection with this Contract, including but not limited to other obligations resulting from or arising out of any premium charge, tax, or similar assessment by federal, state, and local governmental authorities, for which Contractor is liable.
- (d) If applicable, Contractor will protect, defend, and indemnify, the State, its officers, trustees, employees, servants, subcontractors, agents, and volunteers, from and against all Claims/Costs which may be assessed against the State in any action for infringement of a United States Letter Patent with respect to the products furnished, or of any copyright, trademark, trade secret or intellectual property right, in relation to the Contract provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit; (ii) the opportunity to take over, settle or defend such Claim/Cost at Contractor's sole expense; and (iii) reasonable assistance in the defense of any such action at the expense of Contractor. Where a Claim/Cost arises relative to a real or anticipated infringement, the State, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as to such infringement claim as the State deems necessary.
- (e) In addition to the foregoing remedies for patent infringement Claims/Costs, if the use of the product, material, or service or part(s) thereof shall be enjoined for any reason or if Contractor believes that such use may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the State the right to continue using such product, material, or service or part(s) thereof, as applicable, under the same terms and conditions as provided in the Contract; (ii) to modify the product, material, or service so that it becomes a non-infringing product, material, or service of at least equal quality and performance, in the State's sole opinion; (iii) to replace the product, material, or service or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, in the State's sole opinion; or (iv) if none of the foregoing is commercially reasonable, provide monetary compensation to the State.
- (f) Contractor agrees to indemnify and defend the State from all Claims/Costs relating to Contractor's or its subcontractors' fault or negligence, including, but not limited to, any claims relating to the failure of Contractor to provide services or fulfill obligations as

specified in the Contract due to financial hardship or insolvency.

(g) Contractor agrees to investigate, handle, respond to, provide defense for and defend any Claims/Costs at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims/Costs are groundless, false or fraudulent.

(h) The State may, in addition to other remedies available to the State, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers at Law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any Claims/Costs asserted by or against the State, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, for which Contractor owes indemnification and/or defense pursuant to this Section.

## **6 FORCE MAJEURE**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. Whether a delay or failure results from a force majeure is ultimately determined by the State based on a review of all facts and circumstances. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

## **7 CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the Contract shall be resolved by the provisions of La. R.S. 39:1672.2-1672.4.

## **8 FUND USE**

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot, nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **9 ASSIGNMENT**

Contractor shall not assign any interest in this Contract by assignment, transfer, novation, or otherwise without prior written consent of the OGB CEO or his/her delegee. This provision shall not be construed to prohibit Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment, transfer, or novation shall be furnished promptly to the State Contract Supervisor and shall not be binding upon the State until actually received by the State.

## **10 RIGHT TO AUDIT**

The State Legislative Auditor, federal auditors, internal auditors of the Division of Administration and its designated agents, the State, OGB, or others so designated by the

State/OGB shall be entitled to audit all accounts, procedures, matters, and records of any Contractor or subcontractor under any negotiated Contract or subcontract directly pertaining to the Contract for a period of five (5) years after final payment under the Contract and for the subcontractor/vendor for a period of five (5) years from the date of final payment under the subcontract or such longer period as required by applicable state and federal Law. Records, including direct read access to databases and all tables, shall be made available during normal business hours for this purpose.

The State has the right to hire an independent third-party auditor, if the State deems necessary, to review all accounts, procedures, matters, and records, and Contractor and/or subcontractor/vendor shall provide access to all files, information system access, and space access upon request of the State for the third-party auditor selected to perform the indicated audit.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within thirty (30) days of notification of such finding issue a remittance to the State of any payments declared to be improper or beyond the scope of the Contract. In combination therewith, or alternatively, the State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding or subsequent invoices, if any.

## **10.1 RECORDS**

All records, reports, documents, or other material related to this Contract, delivered or transmitted to the Contractor by the State or its employees, agents, or authorized vendors, and/or obtained or prepared by Contractor or its subcontractors/vendors in connection with the performance of the services under the Contract, shall become records of the State and are referred to herein as "Records."

Contractor agrees to retain all Records in accordance with all Louisiana and federal laws and regulations. Further, Contractor agrees to retain all Records in accordance with OGB's official retention schedules (the "Schedules"), RFP Attachment VII, until such time as the Records are returned to the State or other disposition is agreed. In the event the applicable Law and the Schedules contain different retention periods, the Records shall be kept for the longer period. Records shall be in a format and media as required by applicable law or as agreed upon by the parties in writing if allowed by applicable law. The Schedules in place as of the effective date of this Contract are contained in RFP Attachment VII, Records Retention Schedule, and may be amended from time to time as deemed necessary by the State. To further ensure compliance with the Schedules and Louisiana retention laws, Contractor agrees to abide by the processes outlined in RFP Attachment VIII, Imaging System Survey Compliance and Records Destruction. Contractor shall return the Records to the State, at Contractor's expense, within seven (7) days of request or in the specific instance of termination or expiration of the Contract, within sixty (60) days after the termination or expiration of this Contract, and shall retain no copies of the Records unless required by applicable law, provided, the confidentiality and security requirements of this Contract shall apply to such Records as long as retained by the Contractor. Additionally, all State data must be sanitized from Contractor's (and its vendors') systems in compliance with the most current revision of NIST SP 800-66.

## **10.2 CONTRACTOR'S COOPERATION**

Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, or other such requested support to the State when requested. This applies even if the Contract is terminated and/or litigation ensues. Specifically, Contractor shall not limit or impede OGB's right to audit, or withhold Records.

## **11 CONTRACT MODIFICATIONS**

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties, and approved as required by applicable law. No oral understanding or agreement not incorporated in the Contract shall be binding on any of the parties.

## **12 CONFIDENTIALITY OF DATA**

All financial, statistical, personal, technical, and other data and information relating to the State's operation or the Contract which are made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective security and procedural requirements as are applicable to OGB and the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information (other than protected health information) which is or becomes publicly available through no fault of Contractor or its subcontractors, vendors, agents, or employees, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties without breach of the Contract.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this Contract or any Plan Participant without prior express written approval of the OGB CEO or his/her delegee.

### **12.1 SECURITY/DUTIES TO MONITOR AND REPORT SECURITY EVENTS**

The Contractor and its subcontractors/vendors shall maintain safeguards and take commercially reasonable technical, physical, and organizational/administrative precautions to ensure that the State's data is protected from unauthorized access, use, and disclosure, in accordance with the State's current and published Information Security Policy found at <http://www.doa.la.gov/OTS/InformationSecurity/InformationSecurityPolicy-LA-v.1.0.pdf>.

The Contractor shall implement and maintain safeguards and monitoring plans to detect unauthorized access to or use of confidential information and any attempts to gain unauthorized access to confidential information. The Contractor and its subcontractors/vendors shall provide the Contract Supervisor with immediate notification (not more than forty-eight (48) hours) of the Contractor's awareness of any Security Event, as defined in the Information Security Policy ("Security Event"), involving confidential information under this Contract and also report such Security Event to Louisiana's Information Security Team at 1.844.692.8019 (open 24 hours a day, 7 days a week) as soon as feasibly possible, not to exceed 48 hours following discovery of the Security Event. The reference to Security Event herein may include, but not be limited to, the following: attempts at gaining unauthorized access to confidential information or the unauthorized use of a system for the processing or storage of confidential information, or the unauthorized use or disclosure, whether intentional or otherwise, of confidential information.

In the event of a Security Event, the Contractor shall consult and cooperate fully with the State regarding the necessary steps to address the factors giving rise to the Security Event and to address the consequences of such Security Event. Contractor shall also provide assistance performing a risk assessment of any Security Event that occurs, if requested by the State.

Nothing in this Contract shall be deemed to affect or limit any rights an individual participant may have under any applicable state or federal law concerning privacy rights or the unauthorized access, use, or disclosure of protected health information.

## **12.2 THIRD PARTY REQUESTS FOR RELEASE OF INFORMATION**

Should third parties request the Contractor to submit confidential information to them pursuant to an audit or other request not initiated by the Contractor, public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify the State immediately upon receipt of such request. Notice shall be forwarded via e-mail to the Chief Executive Officer of OGB. The Contractor shall cooperate with the State with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of the State, the information contains confidential information which should be protected against such disclosure. The reasonable legal fees and related expenses incurred by the Contractor or its subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract.

Legal service fees of law firms engaged pursuant to this Section may not be “marked up” (i.e., invoiced cost-plus) by the Contractor.

## **13 SUBCONTRACTORS**

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor’s duties and obligations, with the express prior written approval of the OGB CEO or his/her delegee. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State for any breach or deficiency in the performance of the Contractor’s duties. The Contractor will be the single point of contact for all subcontractor work. The Contractor shall require subcontractors/vendors who are performing any key internal control to undergo independent assurance project/program review.

## **14 COMPLIANCE WITH LAWS**

The Contractor must comply with all applicable laws while providing services under this Contract. Specifically, Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable, shall be grounds for immediate termination of this Contract.

## 15 INSURANCE

**Contractor's Insurance:** The Contractor shall not commence work under the resulting Contract until it has obtained all insurance required herein, and Contractor shall maintain the required insurance for the duration of the Contract or as further indicated herein. The date of the inception of the policy must be no later than the first date of anticipated work under the Contract. Certificates of Insurance shall be filed with the State for approval. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State before work is commenced.

**Workers' Compensation Insurance:** Before any work is commenced, Contractor must have in place and shall maintain during the life of the Contract, Workers' Compensation Insurance for all of Contractor's employees and other persons for whom Contractor is required to provide Workers' Compensation Insurance under applicable law. In case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Workers' Compensation Insurance shall be in compliance with the Workers' Compensation law of the state of the Contractor's headquarters. Employer's Liability Insurance shall be included with a minimum limit of \$500,000 per accident/per disease/per person. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employer's Liability limit increased to a minimum of \$1,000,000 per accident/per disease/per person. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.

**Workers' Compensation Indemnity:** In the event Contractor is not required to provide or elects not to provide workers' compensation coverage, the parties hereby agree that Contractor, its owners, agents, and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers' Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents, and employees. The parties further agree that Contractor is a wholly-independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, and indemnify the State of Louisiana, its departments, agencies, agents, and employees from any such assertion or claim that may arise from the performance of this Contract.

**Commercial General Liability Insurance:** Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance, including but not limited to Personal and Advertising Injury Liability, which shall protect it, and the State, its officers, trustees, employees, servants, and/or agents, from losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorneys' fees), and other liabilities relating to personal injury, general negligence, violation of or failure to comply with any state or federal law, regulation, or other legal mandate, and damage to real or personal tangible property to the extent caused by Contractor, its employees, officers, agents, partners or subcontractors, and which may arise from operations or services under the Contract, whether such operations or services be by Contractor or by a subcontractor, or by anyone directly or indirectly employed or procured by either of

them, or in such manner as to impose liability on the State, its officers, trustees, employees, servants, and/or agents. Such insurance shall name the State of Louisiana, its officers, trustees, employees, servants, and agents as additional insureds. The amount of coverage shall be as follows: Commercial General Liability insurance, including Personal and Advertising Injury Liability, with policy limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and Umbrella Liability insurance, with policy limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate.

The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

**Professional Liability (Errors & Omissions) Insurance:** Contractor shall maintain professional liability insurance, which covers the professional errors, acts, or omissions of the Contractor, with minimum policy limit of \$1,000,000 for the purpose of providing coverage for claims arising out of the performance of its services under this Contract. Claims-made coverage is acceptable. Coverage shall be provided for the duration of the Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than twenty-four (24) months, with full reinstatement of limits, from the expiration date of the policy, if the policy is not renewed.

**Cyber/Data Breach Liability Insurance:** Contractor shall have in place before commencing work under the Contract and maintain during the life of the Contract and for the extended reporting period herein, cyber/data breach liability insurance, including first-party costs, for any data breach that compromises the State's confidential data with a minimum policy limit of \$25,000,000 or self-insurance limit of \$25,000,000 for the purpose of providing coverage for claims arising out of the performance of its services under the Contract. Claims-made coverage is acceptable. Such insurance policy shall name the State of Louisiana, its officers, trustees, employees, servants, and agents as additional insureds. If self-insured, evidence of such acceptable to the State is required. Coverage shall be provided for the duration of the Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than twenty-four (24) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premiums.

**Owned, Non-Owned and Hired Motor Vehicles/Automobile Liability:** Contractor shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. ISO form number CA 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. Such insurance shall cover and include third-party bodily injury and property damage liability for any owned, non-owned, and hired motor vehicles engaged in operations within the terms of the Contract, unless such coverage is included in insurance elsewhere specified.

**Subcontractor's Insurance:** Contractor shall include all subcontractors performing work required by this Contract as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates of Insurance provided for any and all subcontractors, which are not protected under the Contractor's own insurance policies, of the same nature and in the

same amounts as required of Contractor. Subcontractors shall be subject to all of the requirements stated herein. The State reserves the right to request copies of subcontractor's Certificates of Insurance at any time.

**Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and accepted by the State. The Contractor shall be responsible for all deductibles and self-insured retentions.

**Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The State, OGB, its officers, agents, employees, and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (or current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the State.
- b. The Contractor's insurance shall be primary as respects the State, OGB, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the State/OGB shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the State/OGB, its officers, agents, employees, and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the State/OGB, its officers, agents, employees, and volunteers for losses arising from work performed by the Contractor for the State/OGB under the Contract.

3. All Coverages

- a. Coverage shall not be cancelled, suspended, or voided by either the Contractor or the insurer or reduced in coverage or in limits, except after 30 days' written notice has been given to the OGB/State. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the OGB/State for payment of premiums or for assessments under any form of the policies.



- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the State/OGB, its officers, agents, employees, and volunteers.

**Acceptability of Insurers:** All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction(s) in which the Project is performed. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of insurance as required in the Contract.

**Verification of Coverage:** Contractor shall furnish the OGB/State with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the OGB/State before work commences and upon any Contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The OGB/State reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver, or maintain such insurance as above provided, the Contract, at the election of the OGB/State, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

## **16 APPLICABLE LAW**

This Contract shall be governed by and enforced in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code, as applicable) (collectively referred to as the "Law"). After exhaustion of any available administrative remedies, the exclusive venue of any action brought with regard to this Contract shall be in the Nineteenth (19<sup>th</sup>) Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

## **17 CODE OF ETHICS**

Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101, *et. seq.*, Code of Governmental Ethics) applies to the contracting parties in the performance of services called for in this Contract. Contractor agrees to immediately notify the OGB's CEO if violations or potential violations of the Code of Governmental Ethics by or through Contractor or its subcontractors/vendors under this Contract arise at any time during the term of this Contract.

## **18 SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Contract are declared severable.

## **19 INDEPENDENT ASSURANCES**

Contractor shall submit to certain independent audits to ascertain that processes and controls related to the contracted service are operating properly. Independent assurances may be in the form of a quality control plan [such as third party Quality Assurance (QA), an Independent Verification and Validation (IV & V)] or any other independent Contractor project or performance review or audit report.

The cost of such independent assurances will be borne solely by Contractor. Such independent assurances shall be performed at least annually during the term of the Contract. Contractor may review any audit report before delivery to the State and include with the report a supplementary statement containing facts that Contractor considers pertinent to the audit or engagement. Contractor shall implement recommendations as suggested by the program review and/or audit, within three (3) months of report issuance and at no cost to the State.

## **20 NOTICE**

Any notice required or permitted by this Contract, unless otherwise specifically provided for in this Contract, shall be in writing and shall be deemed given upon receipt following delivery by: (i) an overnight carrier or hand delivery to the State/OGB; or, (ii) registered or certified mail return receipt requested, and addressed as follows:

To (Contractor Name):     Contact Name  
   Contact Address

To OGB:                      Mr. Tommy Teague, CEO  
   Office of Group Benefits  
   Post Office Box 44036  
   Baton Rouge, LA 70804

Or

Mr. Tommy Teague, CEO  
Office of Group Benefits  
1201 N. 3<sup>rd</sup> Street, Suite G-159  
Baton Rouge, LA 70802

The U.S. Postal Service does not make deliveries to OGB's physical location.

At any time, either party may change its addressee and/or address for notification purposes by mailing a notice stating the change and setting forth the new address.

## **21 HEADINGS**

Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of Contractual language.

## **22 ENTIRE AGREEMENT**

This Contract, together with the RFP and addenda issued thereto by the State, the Proposal submitted by the Contractor in response to the applicable RFP, and any exhibits incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter hereof.

## **23 ORDER OF PRECEDENCE**

In the event of any inconsistent or incompatible provisions, this signed Contract (excluding the RFP and the Contractor's Proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's Proposal.

## **24 BUSINESS ASSOCIATE ADDENDUM**

A Business Associate Addendum, RFP Attachment II, shall be executed between the parties to this Contract to protect the privacy and provide security of Protected Health Information ("PHI") and personally-identifiable information ("PII") in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, as amended from time to time.

OGB is a "Covered Entity" under HIPAA/HITECH. For the purposes of this Contract, Contractor is deemed to be a "Business Associate" of OGB as such term is defined by HIPAA and regulations promulgated thereunder, including in the Privacy Standard of the Federal Register, published on December 28, 2000, and the parties have executed a Business Associate Addendum attached to this Contract as RFP Attachment I, and made a part of this Contract. The parties understand and agree that if additional agreements are required to be compliant as required under HIPAA and applicable law, the parties will execute such agreements in a timely manner. Contractor agrees that its processes, systems, and reporting will be in full compliance with federal and state requirements, including but not limited to HIPAA, throughout the term of the Contract. Any fines or penalties imposed on any party related to Contractor's or its subcontractors' non-compliance will be the sole responsibility of Contractor. Contractor shall require its subcontractors' and any other vendors' processes, systems, and reporting to be in full compliance with federal and state requirements, including but not limited to HIPAA. Further, Contractor agrees that its organization, and that it requires that its subcontractors/vendors, will comply with all HIPAA regulations throughout the term of the Contract with respect to any issue related to the OGB Contract, plans, or participants involving PHI/PII, including but not limited to participant services, complaints, appeals determinations, notification of rights, and confidentiality. Contractor shall require that all agreements with subcontractors or other vendors providing services for this Contract include the provisions of this Section and any Attachments referenced herein. OGB shall be provided copies of such subcontractor/vendor agreements upon request.

Notwithstanding any provision to the contrary, major delegated functions involving PHI and PII, including but not limited to claims processing, customer service, and any other services as provided by applicable Law, shall not be sourced outside of the territorial and jurisdictional limits of the fifty (50) United States of America.

## **25 CONTRACTOR ELIGIBILITY**

At the time of execution, Contractor, and each tier of subcontractors/vendors, certifies that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth in 24 CFR Part 24. Contractor has a continuing obligation to disclose any suspensions, debarment, or investigations by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracting opportunities.

## **26 CONTINUING OBLIGATIONS**

Notwithstanding any provisions to the contrary herein, upon the termination of this Contract for any reason, the provisions of this Contract which by their nature require some action or forbearance after such termination, including but not limited to confidentiality, PHI, reporting, indemnity, insurance, records retention, and performance guarantees, shall survive such termination and be binding until any actions, obligations, and/or rights provided therein have been satisfied or released.

## **27 TRANSITION OF SERVICES AND DATA**

Contractor shall comply with the provisions of this Contract, and other requests of OGB/State, to accomplish a timely transition of services without interruption of services to participants. During any such transition, Contractor will provide all of the same Records and data in the same format as provided during the term of the Contract, to OGB/State or its designee. Contractor further agrees that no dispute or objection it may have regarding the propriety of any transition of services by OGB/State will relieve Contractor of these obligations.

## **28 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any subcontractor, engages in a boycott of Israel during the term of the Contract.

**(Signature page to follow)**

**THUS DONE AND SIGNED on the date(s) noted below:**

**STATE OF LOUISIANA  
OFFICE OF GROUP BENEFITS**

**CONTRACTOR**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** Tommy Teague

**NAME:** \_\_\_\_\_

**TITLE:** Chief Executive Officer

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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## ATTACHMENT II: BUSINESS ASSOCIATE ADDENDUM

State of Louisiana, Office of Group Benefits

### HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the “Addendum”) is entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”), by and between \_\_\_\_\_ (“Business Associate”) and the State of Louisiana, Office of Group Benefits, on behalf of itself and its affiliates, if any (individually and collectively, the “Covered Entity”), and adds to the Agreement or Contract dated \_\_\_\_\_, 20\_\_\_\_, entered into between Covered Entity and Business Associate (the “Agreement”).

WHEREAS, pursuant to the Agreement, Business Associate performs functions or activities or arranges for such on behalf of Covered Entity involving the use and/or disclosure of protected health information that Business Associate accesses, creates, receives, maintains or transmits on behalf of Covered Entity (“PHI”); and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“HHS”), as amended from time to time including by the Health Information Technology for Economic and Clinical Health Act (“HITECH”) (collectively “HIPAA”).

Business Associate, therefore, agrees to the following terms and conditions set forth in this Addendum.

1. Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms are defined under HIPAA.
2. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the Effective Date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA and other applicable laws, regulations, and record retention policies, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is effective.
3. Uses and Disclosures of PHI. Except as otherwise limited in the Agreement or this Addendum, Business Associate may, and shall ensure that its directors, officers, employees, contractors, subcontractors, vendors, and agents use or disclose PHI only as follows:
  - (a) Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
  - (b) Business Associate may disclose PHI for the proper management and administration, or to carry out the legal responsibilities, of the Business Associate, provided that disclosures are required by HIPAA, or Business Associate obtains reasonable written assurances from the person or entity to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies the Business Associate of any

instances of which it is aware or suspects in which the confidentiality of the PHI has been breached. In such case, Business Associate shall report such known or suspected breaches to Covered Entity as soon as possible and in accordance with timeframes set forth in this Addendum.

- (c) Business Associate, upon written request by Covered Entity, may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B). For purposes of this Section, Data Aggregation means, with respect to PHI, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analyses that relate to the health care operations of the respective Covered Entities. It is not contemplated that Business Associate will perform Data Aggregation services with PHI received from Covered Entity without express prior written permission of Covered Entity.
- (d) Business Associate may completely de-identify any and all PHI created or received by Business Associate under this Agreement; provided, however, that the de-identification conforms to the requirements of HIPAA and in accordance with any guidance issued by the Secretary. Such resulting de-identified information would not be subject to the terms of this Addendum.
- (e) Business Associate may create a Limited Data Set, as defined in HIPAA, and use such Limited Data Set pursuant to a Data Use Agreement that meets the requirements of HIPAA, provided Covered Entity agrees to such creation and use of a Limited Data Set.

4. Required Safeguards To Protect PHI. Business Associate shall implement appropriate safeguards in accordance with HIPAA to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of the Agreement. To the extent that Business Associate creates, receives, maintains, or transmits electronic PHI (“ePHI”) on behalf of Covered Entity, Business Associate shall comply with the HIPAA Security Rule as of the relevant effective date and further, shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI.

5. Reporting to Covered Entity. Business Associate shall immediately report to Covered Entity any use or disclosure of PHI not provided for by this Addendum, including breaches of unsecured PHI in accordance with the Breach Notification Rule (45 CFR Subpart D), and any security incident of which it becomes aware. Business Associate shall cooperate with Covered Entity’s investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.

6. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum, including, but not limited to, compliance with any state law or contractual data breach requirements.

7. Agreements with Third Parties. Business Associate understands and agrees that any agent or subcontractor that may create, receive, maintain or transmit PHI on behalf of Business Associate must comply with all applicable laws and regulations as are applicable to Covered Entity in regard to PHI. Business Associate shall enter into a written agreement with any agent or subcontractor of Business Associate that will create, receive, maintain, or transmit PHI on behalf of Business Associate. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the

same restrictions, terms, and conditions that apply to Business Associate under this Addendum with respect to such PHI. Such agreements with Business Associates agents and subcontractors shall be provided to Covered Entity upon request and subject to audit hereunder.

8. Access to Information. Within ten (10) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 CFR 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) days forward such request to Covered Entity.

9. Availability of PHI for Amendment. Within ten (10) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 CFR 164.526.

10. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. At a minimum, Business Associate shall provide Covered Entity with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

11. Accounting of Disclosures. Within ten (10) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual, Business Associate shall make available to Covered Entity information collected in accordance with Section 10 of this Addendum, to permit Covered Entity to respond to the request for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within five (5) days forward such request to Covered Entity. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

12. Other Obligations. To the extent that Business Associate is to carry out Covered Entity's obligation under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to the Covered Entity in the performance of such obligation.

13. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity and to the Secretary for purposes of determining Covered Entity's compliance with HIPAA for the term of this Agreement and for five years following the final payment under the Agreement.

14. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to Covered Entity, at its expense and within sixty (60) days of the termination, all PHI owned by or belonging to Covered Entity as provided in the Agreement, and shall retain no copies of the PHI unless required by law. In the



event that the law requires Business Associate to retain copies of PHI, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes required by law, for so long as Business Associate maintains such PHI. This provision includes, but is not limited to, PHI: (a) received from Covered Entity; (b) created or received by Business Associate on behalf of Covered Entity; and, (c) in the possession of subcontractors or agents of Business Associate. This provision includes PHI in any form, recorded on any medium, or stored in any storage system. In addition, the Business Associate shall return any books, records, or other documents required by the Agreement.

15. *Breach of Contract by Business Associate.* In addition to any other rights Covered Entity may have in the Agreement, this Addendum or by operation of law or in equity, Covered Entity may (i) immediately terminate the Agreement if Covered Entity determines that Business Associate has violated a material term of this Addendum, or (ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's exercise of its option to permit Business Associate to cure a breach of this Addendum shall not be construed as a waiver of any other rights Covered Entity has in the Agreement, this Addendum or by operation of law or in equity.

16. *Indemnification.* Business Associate shall defend, indemnify and hold harmless Covered Entity and its officers, trustees, employees, subcontractors and agents from and against any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate or its subcontractors of Business Associate's obligations under this Addendum or HIPAA. This Section 16 of the Addendum shall survive the termination of the Agreement or this Addendum.

17. *Exclusion from Limitation of Liability.* To the extent that Business Associate has limited its liability under the terms of the Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI. This Section 17 of the Addendum shall survive the termination of the Agreement and this Addendum.

18. *Injunctive Relief.* Business Associate acknowledges and stipulates that the unauthorized use or disclosure of PHI by Business Associate or its subcontractors while performing services pursuant to the Agreement or this Addendum would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from Business Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement or this Addendum.

19. *Third Party Rights.* The terms of this Addendum are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and Covered Entity.

20. *Owner of PHI.* Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate pursuant to the terms of the Agreement.

21. *Changes in the Law.* Covered Entity may amend either the Agreement or this Addendum, as appropriate, to conform to any new or revised federal or state legislation, rules, regulations, and

records retention policies to which Covered Entity is subject now or in the future including, without limitation, HIPAA.

22. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court, or administrative order, or other discovery request or mandate for release of PHI, other than a standard medical records request/medical records subpoena, Business Associate shall notify Covered Entity of such within five business days by providing a copy of such and any applicable comments. Covered Entity shall have the right to control Business Associate's response to such request.

23. Conflicts. If there is any direct conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum effective the day and year first above written.

**STATE OF LOUISIANA**  
**OFFICE OF GROUP BENEFITS**

**CONTRACTOR**

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Tommy Teague*  
*Printed Name*

Title: Chief Executive Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Signature*

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

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

Date: \_\_\_\_\_

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## ATTACHMENT III: COST PROPOSAL TEMPLATE

**Instructions:** All cost information must be provided using Cost Proposal Template, ATTACHMENT III. All pricing must be fully burdened (inclusive of travel and all Contract-related expenses). Any Proposal not in this format shall be disqualified. Any deviation from the template will be deemed non-responsive. See Attachment V: Region By Parish, which provides each of the nine (9) Louisiana Regions.

The proposed Fixed Monthly Capitated Fee will be used to calculate score points using the formula specified in Section 3.1 Evaluation and Review of the RFP. OGB requires the same Fixed Monthly Capitated Fee for the entire Contract term and any option period; provided, Contractor may decrease but not increase Fixed Monthly Capitated Fee from year to year by Contract amendment.

### **Fixed Monthly Capitated Fee (40 points)**

The Proposer shall provide a fixed monthly Capitated Fee, inclusive of all services, per OGB Primary Plan Participant per month, for the first year of the initial Contract period of January 1, 2019, to December 31, 2019, for each Region(s) for which it intends to propose. See Attachment V for a description of the regions by parish.

Each region will be scored separately. Statewide coverage is not guaranteed, even if all regions are proposed on the cost proposal.

#### **Region 1**

<b>Parishes Included in Region 1</b>	<b>Fixed Monthly Capitated Fee (Per OGB Primary Plan Participant Per Month)</b>
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

#### **Region 2**

<b>Parishes Included in Region 2</b>	<b>Fixed Monthly Capitated Fee (Per OGB Primary Plan Participant Per Month)</b>
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

**Region 3**

<b>Parishes Included in Region 3</b>	<b>Fixed Monthly Capitated Fee (Per OGB Primary Plan Participant Per Month)</b>
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

**Region 4**

<b>Parishes Included in Region 4</b>	<b>Fixed Monthly Capitated Fee (Per OGB Primary Plan Participant Per Month)</b>
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

**Region 5**

<b>Parishes Included in Region 5</b>	<b>Fixed Monthly Capitated Fee (Per OGB Primary Plan Participant Per Month)</b>
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

**Region 6**

<b>Parishes Included in Region 6</b>	<b>Fixed Monthly Capitated Fee (Per OGB Primary Plan Participant Per Month)</b>
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

**Region 7**

<b>Parishes Included in Region 7</b>	<b>Fixed Monthly Capitated Fee (Per OGB Primary Plan Participant Per Month)</b>
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

**Region 8**

<b>Parishes Included in Region 8</b>	<b>Fixed Monthly Capitated Fee (Per OGB Primary Plan Participant Per Month)</b>
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

**Region 9**

<b>Parishes Included in Region 9</b>	<b>Fixed Monthly Capitated Fee (Per OGB Primary Plan Participant Per Month)</b>
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

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**ATTACHMENT IV: ENROLLMENT INFORMATION BY PLAN AND  
ENROLLMENT INFORMATION BY REGION**

<b>ENROLLMENT BY PLAN</b>	
<b>Plan Description</b>	<b>Plan Participant Count</b>
Blue Cross – Magnolia Local	627
Blue Cross – Magnolia Open Access	22,553
Blue Cross – Magnolia Local Plus	84,274
Blue Cross – Pelican HRA	3,880

\*Enrollment information by plan as of October 26, 2018

<b>ENROLLMENT BY REGION</b>	
<b>Plan Participant Region</b>	<b>Plan Participant Count</b>
<b>Region 1 Parishes</b> Orleans, Saint Bernard, Plaquemines and Jefferson	14,716
<b>Region 2 Parishes</b> East Baton Rouge, West Baton Rouge, Livingston, Ascension, Iberville, Pointe Coupee, East Feliciana and West Feliciana	25,101
<b>Region 3 Parishes</b> Lafourche, Saint John, Saint Charles, Saint James, Assumption and Terrebonne Parishes	3,923
<b>Region 4 Parishes</b> Lafayette, Evangeline, Saint Landry, Acadia, Saint Martin, Iberia, Vermilion and Saint Mary	10,541
<b>Region 5 Parishes</b> Beauregard, Allen, Calcasieu, Jefferson Davis and Cameron	6,121
<b>Region 6 Parishes</b> Vernon, Sabine, Natchitoches, Winn, Grant, Rapides, LaSalle, Catahoula, Concordia and Avoyelles	17,567
<b>Region 7 Parishes</b> Caddo, Bossier, Webster, Claiborne, Bienville, Red River and DeSoto	6,877
<b>Region 8 Parishes</b> Ouachita, Union, Lincoln, Jackson, Caldwell, Richland, Morehouse, Franklin, West Carroll, East Carroll, Madison and Tensas	10,404

<b>Region 9 Parishes</b> Washington, Saint Tammany, Saint Helena and Tangipahoa	11,028
<b>Out of State</b>	5,056

\*Enrollment information by region as of October 26, 2018



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## ATTACHMENT V: REGIONS BY PARISH

<b>Region 1</b>	<b>Region 3</b>	<b>Region 5</b>	Concordia	Caldwell
Orleans	Lafourche	Beauregard	Avoyelles	Richland
Saint Bernard	Saint John	Allen		Morehouse
Plaquemines	Saint Charles	Calcasieu	<b>Region 7</b>	Franklin
Jefferson	Saint James	Jefferson	Caddo	West Carroll
	Assumption	Davis	Bossier	Madison
<b>Region 2</b>	Terrebonne	Cameron	Webster	Tensas
East Baton Rouge			Claiborne	
West Baton Rouge	<b>Region 4</b>	<b>Region 6</b>	Bienville	<b>Region 9</b>
Livingston	Lafayette	Vernon	Red River	Washington
Ascension	Evangeline	Sabine	DeSoto	Saint Tammany
Iberville	Saint Landry	Natchitoches		Saint Helena
Pointe Coupee	Acadia	Winn	<b>Region 8</b>	Tangipahoa
East Feliciana	Saint Martin	Grant	Ouachita	
West Feliciana	Iberia	Rapides	Union	
	Vermilion	LaSalle	Lincoln	
	Saint Mary	Catahoula	Jackson	



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## ATTACHMENT VI: CERTIFICATION STATEMENT

*The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.*

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

A. Official Contact Name: \_\_\_\_\_

B. E-mail Address: \_\_\_\_\_

C. Facsimile Number with area code: (     ) \_\_\_\_\_

D. US Mail Address: \_\_\_\_\_

Phone number with area code: (     ) \_\_\_\_\_

Proposer certifies that the information provided in response to this RFP is true and grants permission to the State or Agencies to contact the above-named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. She/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.
2. The information contained in its response to this RFP is accurate;
3. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
4. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
5. Proposer's quote is valid for at least 90 calendar days from the date of Proposer's signature below;
6. Proposer accepts the performance guarantees and penalties offered in this proposal.
7. Proposer understands that if selected as the successful Proposer, he/she will have either twenty (20) business days to complete the Contract negotiation period or ten (10) business days from the date of delivery of final Contract by the contracting agency in which to complete Contract negotiations, if any, and execute the final Contract document.
8. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company/entity, and any subcontractors or principals, are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
9. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the LDR. Proposer shall comply with La. R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
10. Proposer acknowledges the provisions of Section 1.14 of the RFP (Trade Secrets and Proprietary Information) and certifies by signature below that it has either followed the procedures therein for

claiming confidentiality of certain information submitted and submitted the required redacted copies, or that any such claim of confidentiality is waived.

11. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any Contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any Contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
12. In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any Contract awarded based on such a false response.

Signature of Proposer or  
Authorized  
Representative

Typed or Printed Name:

Date:

Title:

Entity Name:

Address:

City:

State:

Zip:

**Phone number:** (    ) \_\_\_\_\_

## Records Retention Schedule

<http://www.sos.ms.gov>

SS ARC 932 (01/12) K204-620

Page 1 of 7

Indicate Use of Form

X RENEWAL

REPLACEMENT PAGE  
ADDENDUM PAGE

## References

Agency Approval

Date Signed \_\_\_\_\_

*Mike Martin, CLS*  
Secretary of State, State Archives & Records Services

Date Approved \_\_\_\_\_

# Records Retention Schedule

SS ARC 922 (01/12)

Page 2 of 7

22014-086

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Internal Audit records (audited documents, reports, work papers, legislative audit reports)	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the CY in which report issued/project closed
2	Board and Committee Minutes	PERM		PERM	M	R	N	V	
3	Strategic Plan	ACT + 5 CY		ACT + 5 CY	P	S	N	I	ACT = until the end of the CY in which agency ceases to operate
4	Legal Files	ACT + 1 CY	9 CY	ACT + 10 CY	M	S	Y	V	ACT = until end of CY in which file is closed out
5	Board Election Materials	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until end of CY in which election results are certified
6	Publications	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until end of CY in which agency ceases to exist
7	Records Management Files (Retention Schedules, Disposal Requests, Transmittals)	ACT + 10 CY		ACT + 10 CY	M	S	N	V	ACT = until end of CY in which agency ceases to exist

  

Permitted Retention Period Abbreviations	Security Status Codes	State Records Center Use	Agency Abbreviations
ACT - Active Period (when used define term in remarks column)	P - Public Record	Y - Yes	
FY - Fiscal Year (July 1 - June 30)	M - May Contain Confidential Information	N - No	
CY - Calendar Year (Jan 1 - Dec 31)	C - Confidential Information		
AY - Academic Year (Aug 1 - July 31)	A - Transfer to State Archives	Vital Records Identification Code	
FFY - Federal Fiscal Year (Oct 1 - Sept 30)	R - Retain in Agency Archives	V - Vital	
MO - Months WK - Week DY - Day(s)	S - Review by State Archives	I - Important	
PERM - Permanent	O - Other (Specify in Remarks)	U - Useful	

Agency Approval

Date Signed

Secretary of State, State Archives & Records Services

Date Approved

12-30-14

David McArthur, Clerk

# Records Retention Schedule

Louisiana Secretary of State, Division of Archives, Records Management and History  
Post Office Box 94125, Baton Rouge, LA 70804

http://www.sos.la.gov

SS ARC 932 (01/12)

Page 3 of 7

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X RENEWAL

REPLACEMENT PAGE

ADDENDUM PAGE

Remarks

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Agency Abbreviations
		In Office	In Storage	Total Retention					
1	Special order forms, Personnel Action Requests, Travel Requests/Expense reports, requisitions and related correspondence/memos.	ACT + 2 CY	1 CY	ACT + 3 CY	M	S	Y	I	ACT = until end of the CY in which created or received.
2	General Correspondence (not related to other record series)	ACT + 2 CY	1 CY	ACT + 3 CY	M	S	Y	I	ACT = until end of the CY in which created or received.
3	Supervisor Files	ACT + 1 CY	1 CY	ACT + 2 CY	M	S	Y	I	ACT = until end of CY in which supervision ends.
4	Visitor sign-in/Sign - Out Sheets	ACT + 2 CY	3CY	ACT + 5 CY	M	S	Y	U	ACT = until end of CY in which created or received.
5	Time and Attendance Reports/Vendor Reports, PES, PPR, Leave requests, Overline documentation and related correspondence/memos.	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until end of CY in which created or received.
6	Mail, Fax, Postage & Tracked Logs	ACT + 1 CY	2 CY	ACT + 3 CY	M	S	Y	I	ACT = until end of CY created or received.
7	Budget records	ACT + 5 CY		ACT + 5 CY	P	S	N	I	ACT = until the end of the CY created or received.
8	Contracts and agreements (including contract approval backup material)	ACT + 3 CY	7 CY	ACT + 10 CY	M	S	N	V	ACT = until end of CY in which contract or agreement expires or terminates.
9	Notice of Intent to Contract (NIC), Request for Proposals and Reports	ACT + 3 CY		ACT + 3 CY	M	S	N	V	ACT = until end of CY in which contract is awarded.

## Permitted Retention Period Abbreviations

ACT - Active Period (when used define term in remarks column)

FY - Fiscal Year (July 1 - June 30)

CY - Calendar Year (Jan 1 - Dec 31)

AY - Academic Year (Aug 1 - July 31)

FFY - Federal Fiscal Year (Oct 1 - Sept 30)

MO - Months WK - Week DY - Day(s)

PERM - Permanent

## Security Status Codes

P - Public Record

M - May Contain Confidential Information

C - Confidential Information

Archival Processing Codes

A - Transfer to State Archives

R - Retain in Agency Archives

S - Review by State Archives

O - Other (Specify in Remarks)

## State Records Center Use

Y - Yes

N - No

Vital Record Identification Code

V = Vital

I = Important

U = Useful

## Agency Abbreviations

PES = Personnel Evaluation System

PPR = Personnel Performance Rating

Agency Approval

Date Signed

Secretary of State, State Archives & Records Services

Date Approved





# Records Retention Schedule

Louisiana Secretary of State, Division of Archives, Records Management and History  
Post Office Box 94125, Baton Rouge, LA 70804

Http://www.sos.la.gov

SS ARC 932 (01/12)

Agency No		Agency / Division / Section		Division of Administration / Office of Group Benefits/ Flexible Benefits and Imaging Services		Retention Period		Security		Archival		State Records Center		Vital		Indicate Use of Form	
Item Number	Records Series Title	In Office	In Storage	Total Retention													Page 5 of 7
1	Health Claims (including supplemental claims)	ACT + 10 CY		ACT + 10 CY	C	S	N	V									ORIGINAL SUBMISSION
2	Explanation of Benefits (EOBs)	ACT + 10 CY		ACT + 10 CY	C	S	N	V									X RENEWAL
3	Medical Records	ACT + 10 CY		ACT + 10 CY	C	S	N	V									REPLACEMENT PAGE
4	Pre-determinations	ACT + 10 CY		ACT + 10 CY	C	S	N	V									ADDENDUM PAGE
5	Case Management	ACT + 10 CY		ACT + 10 CY	C	S	N	V									Remarks
6	Medical Necessities	ACT + 10 CY		ACT + 10 CY	C	S	N	V									
7	Paid-In Vouchers	ACT + 10 CY		ACT + 10 CY	C	S	N	V									
8	Flexible Benefit Forms	ACT + 5 CY		ACT + 5 CY	C	S	N	V									
9	Flexible Benefit Master File	ACT + 10 CY		ACT + 10 CY	C	S	N	V									

Permitted Retention Period Abbreviations:  
ACT - Active Period (when used define term in remarks column)  
FY - Fiscal Year (July 1 - June 30)  
CY - Calendar Year (Jan 1 - Dec 31)  
AY - Academic Year (Aug 1 - July 31)  
FFY - Federal Fiscal Year (Oct 1 - Sept 30)  
MO - Months WK - Week DY - Day(s)  
PERM - Permanent

Security Status Codes  
P - Public Record  
M - May Contain Confidential Information  
C - Confidential Information  
Archival Processing Codes  
A - Transfer to State Archives  
R - Retain in Agency Archives  
S - Review by State Archives  
O - Other (Specify in Remarks)

State Records Center Use  
Y - Yes  
N - No  
Vital Record Identification Code  
V = Vital  
I = Important  
U = Useful

Agency Abbreviations

Agency Approval

Date Signed

Secretary of State, State Archives & Records Services

Date Approved

# Louisiana Secretary of State, Division of Archives, Records Management and History Post Office Box 94125, Baton Rouge, LA 70804

Http://www.sos.la.gov

SS ARC 932 (01/12)

Agency No		Agency / Division / Section		Division of Administration / Office of Group Benefits/ Eligibility, Quality Assurance and Compliance		Retention Period		Security		Archival		State Records Center		Vital		Page 6 of 7	
Item Number	Records Series Title	In Office	In Storage	PERM	PERM	PERM	PERM	M	R	N	N	N	N	N	N	N	Indicate Use of Form ORIGINAL SUBMISSION X RENEWAL REPLACEMENT PAGE ADDENDUM PAGE Remarks
1	Eligibility Records for Life and Health Insurance	ACT + 3 CY	PERM	PERM	PERM	PERM	PERM	M	R	N	N	N	N	N	N	N	ACT = until end of CY created or received. Microfilm after 3 years.
2	Life Insurance Beneficiary Forms (QGB and Outside agencies held by OGB)	PERM			PERM			C	R	N	N	N	N	N	N	N	
3	Hospital Audits, Statistical Reports and Work papers	ACT + 10 CY			ACT + 10 CY			M	S	N	N	N	N	N	N	N	ACT = until end of CY in which agency ceases to operate.
4	Fraud and Abuse Case files and logs	ACT + 10 CY			ACT + 10 CY			C	S	N	N	N	N	N	N	N	ACT = until end of CY in which agency ceases to operate.
5	Health Claim Audits and work papers (including over \$500 plan member check audits)	ACT + 5 CY			ACT + 5 CY			C	S	N	N	N	N	N	N	N	ACT = until end of CY in which audit is completed.
6	Special Reports (Outlier, Check Cycle)	ACT + 5 CY			ACT + 5 CY			M	S	N	N	N	N	N	N	N	ACT = until end of CY in which report is run.
7	Reviews (Medical and Chiropractic)	ACT + 10 CY			ACT + 10 CY			C	S	N	N	N	N	N	N	N	ACT = until end of CY in which agency ceases to exist.

Agency Approval

Date Signed

Secretary of State, State Archives & Records Services

Date Approved

## SS ARC 032 (01/12)

<http://www.sos.la.gov>

Date Approved \_\_\_\_\_

Louisiana Secretary of State, Division of Archives, Records Management and History  
Post Office Box 94125, Baton Rouge, LA 70804

<http://www.sos.ia.gov>

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Page 1 of 1

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Remarks

[illegible]

Agency Approval:

Date Signed \_\_\_\_\_

Secretary of State, State Archives & Records Services

Done Approved

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## **ATTACHMENT VIII: IMAGING SYSTEM SURVEY COMPLIANCE AND RECORDS DESTRUCTION**

In connection with OGB's electronic records retention requirements and within thirty (30) days of the Contract's effective date, Contractor shall complete a State Archives Imaging System Survey ("System Survey") and forward to OGB.Records@la.gov<sup>1</sup>, or as otherwise directed by OGB. According to LAC 4:XVII.1305(A), the System Survey must contain the following information:

1. A list of all OGB records series<sup>2</sup> maintained/managed by Contractor's system;
2. The hardware and software used including model number, version number and total storage capacity;
3. The type and density of media used by Contractor's system;
4. The type and resolution of images being produced (TIFF class 3 or 4 and dpi);
5. Contractor's quality control procedures for image production and maintenance;
6. Contractor's system's back up procedures including location of back-up (on or off-site) and number of existing images; and
7. Contractor's migration plan for purging images from the system that have met their retention period.

OGB shall review the System Survey to make an initial determination of conformity with LAC 4:XVII.1305(A). Once OGB determines that Contractor's System Survey contains the requisite information, OGB will forward the System Survey to the Secretary of State. As a continuing requirement, any system changes necessitating a revised System Survey response must be submitted to the Secretary of State within ninety (90) days of the change. To ensure compliance with this rule, Contractor shall notify the Records Officer of these changes within sixty (60) days so that he or she may forward the appropriate information to the Secretary of State.

Further, to ensure compliance with OGB's Schedules (RFP Attachment V) and applicable laws, Contractor shall not destroy any OGB records unless records are converted to digital images and thereafter approved for destruction or other disposition by the Secretary of State. Contractor shall request expedited authority to destroy or otherwise dispose of converted records by email to [disposals@sos.louisiana.gov](mailto:disposals@sos.louisiana.gov) with "EDR\_I2014-009 OGB [Contractor Name]" in the subject line, carbon copy to the Records Officer and OGB.Records@la.gov, and a description of the subject records per the OGB Schedules (such as "Documents, scanned and inspected, for the week/month of X") in the body. Upon receiving approval of the Secretary of State to destroy or otherwise dispose of the requested records, Contractor shall commence destruction or other approved disposition of said records. Contemporaneously therewith, Contractor shall complete a Certificate of Destruction (SSARC 933) form which shall be forwarded to the Records Officer. All SSARC forms can be found on the Louisiana Secretary of State's website <http://www.sos.la.gov/HistoricalResources/ManagingRecords/GetForms/Pages/default.aspx>.

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<sup>1</sup> If OGB makes a different designation, OGB will notify Contractor of the change and provide updated contact information.

<sup>2</sup> A records series is a group of related or similar records that may be filed together as a unit, used in a similar manner, and typically evaluated as a unit for determining retention periods. LAC 4:XVII.301(A). The records series listed in Contractor's imaging survey should correspond to the records series listed on the OGB official Record Retention Schedule, RFP Attachment V.

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## ATTACHMENT IX: ELECTRONIC FUNDS TRANSFER SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: <http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

If an award is made to your company, please check that you will accept or indicate if you are already enrolled in EFT.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
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EFT

Printed Name of Individual Authorized

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Authorized Signature for payment type chosen

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Date

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Email address and phone number of authorized individual



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## ATTACHMENT X: APPEAL PROCEDURES

### ARTICLE XIX. COMPLAINT, GRIEVANCE AND APPEAL PROCEDURES

#### OGB Eligibility Appeal Process

OGB retains the authority to make all determinations regarding eligibility, except for rescissions of coverage determinations and those determinations involving medical judgment regarding the incapacity of over-age Dependents. All eligibility Appeals other than those for rescissions of coverage determinations and those determinations involving medical judgment regarding the incapacity of over-age Dependents must be submitted within 180 calendar days following the denial of coverage to State of Louisiana Office of Group Benefits, Post Office Box 44036, Baton Rouge, Louisiana 70804 (rather than Blue Cross and Blue Shield of Louisiana), and OGB shall have sixty (60), rather than thirty (30), calendar days in which to respond to the Appeal. Rescissions of coverage determinations and those determinations regarding the incapacity of over-age Dependents shall be subject to the procedures set forth in Section C below.

#### Pharmacy Benefit Manager Appeals Process

Pharmacy Benefit Manager appeals information is available by calling MedImpact's Customer Contact Center at 800.788.2949 or by going to [www.groupbenefits.org](http://www.groupbenefits.org). Upon your written request, OGB will provide you a copy of the Pharmacy Benefit Manager appeals information at no charge.

#### A. Complaints and Grievances: Quality of Care or Services

The Claims Administrator wants to know when a Plan Participant is dissatisfied with the quality of care or services received from the Claims Administrator or a Network Provider. If a Plan Participant or his Authorized Representative wants to register an oral Complaint or file a formal written Grievance about the quality of care or services received from the Claims Administrator or a Network Provider, he should refer to the procedures below.

##### 1. Complaints

A Complaint is an **oral** expression of dissatisfaction with Us or with Provider services. A quality of service concern addresses appropriateness of care given to a Member, Our services, access, availability or attitude and those of Our Network Providers.

**To make a Complaint**, call the Claims Administrator's customer service department at 1-800-392-4089. The Claims Administrator will attempt to resolve the Complaint at the time of the call.

If a Plan Participant or his Authorized Representative is dissatisfied with the Claims Administrator's resolution, he may file a first level Grievance.

##### 2. Grievances

A Grievance is a **written** expression of dissatisfaction with the quality of care or services received from the Claims Administrator or a Network Provider.

**To file a first level Grievance**, send the first level Grievance to:

Blue Cross and Blue Shield of Louisiana  
Appeals and Grievance Unit  
P.O. Box 98045  
Baton Rouge, LA 70898-9045

The Claims Administrator's customer service department will assist the Plan Participant or his Authorized Representative with filing the first level Grievance, if necessary.

The Claims Administrator will mail a response to the Plan Participant or his Authorized Representative within thirty (30) calendar days from the date the Claims Administrator receives the first level Grievance.

## **B. Informal Reconsideration: Pre-Service Denial Based on Medical Necessity or Investigational Determinations**

In addition to the Appeal rights, the Plan Participant's Provider may initiate an Informal Reconsideration to review Utilization Management decisions.

### **Informal Reconsideration**

An Informal Reconsideration is a process to review Utilization Management decisions and is initiated by request by telephone, made by an authorized Provider to speak to the Claims Administrator's Medical Director or to a peer reviewer. An Informal Reconsideration is typically based on submission of additional information or a peer-to-peer discussion.

An Informal Reconsideration is available only if requested within **ten (10) calendar days** of the date of the initial denial or adverse Concurrent Review determination. The Claims Administrator will conduct the Informal Reconsideration within **one (1) business day** from the receipt of the request. Once the Informal Reconsideration is complete, the Claims Administrator will advise the Plan Participant or his Authorized Representative of the decision and, if necessary, the Plan Participant's additional Appeal rights.

## **C. Appeals: Standard Appeal, External and Expedited Appeals**

A Plan Participant may be dissatisfied with coverage decisions made by the Claims Administrator. For example, rescissions of coverage, denied Authorizations, Investigational determinations, adverse Medical Necessity determinations, Adverse Benefit Determinations based on medical judgment, denied Benefits (in whole or in part), or adverse Utilization Management decisions.

A Plan Participant's Appeal rights, including a right to an expedited Appeal, are outlined below.

### **Standard Appeals Process**

An Appeal is a **written** expression of dissatisfaction with coverage decisions made by the Claims Administrator. A Plan Participant or his Authorized Representative may file an Administrative Appeal or a Medical Appeal. The Plan Participant or his Authorized Representative is encouraged to submit written comments, documents, records, and other information relating to adverse coverage decisions.

If the Plan Participant or his Authorized Representative has questions or needs assistance putting an Appeal in writing, or wishes to communicate with the Claims Administrator regarding an Appeal, he may call the Claims Administrator's customer service department at 1-800-392-4089.

**MULTIPLE REQUESTS TO APPEAL THE SAME CLAIM, SERVICE, ISSUE, OR DATE OF SERVICE WILL NOT BE CONSIDERED, AT ANY LEVEL OF REVIEW.**

The Appeal process has two (2) mandatory levels of review. At each level of review, the review will involve persons who did not participate in any prior Adverse Benefit Determination and who are not a subordinate to any previous adverse decision-maker. When the Appeal requires medical judgment, the review will involve a healthcare professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

### **Administrative Appeals**

Administrative Appeals involve contractual issues, Rescissions of Coverage, and Adverse Benefit Determinations which are not related to Medical Necessity, appropriateness, healthcare setting, level of care, effectiveness or treatment is determined to be experimental or Investigational.

#### **1. First Level Administrative Appeal**

If the Plan Participant is not satisfied with the Claims Administrator's decision, a written request must be submitted within **one hundred eighty (180) calendar days** of the initial Adverse Benefit Determination for first level administrative Appeals. Requests submitted to the Claims Administrator after one hundred eighty (180) days of receipt of the initial Adverse Benefit Determination will not be considered.



The Claims Administrator will investigate the Plan Participant's concerns. If the administrative Appeal is denied, the Claims Administrator will inform the Plan Participant of the right to begin the second level Appeal process.

The administrative Appeal decision will be mailed to the Plan Participant, the authorized representative, or Provider authorized to act on the Plan Participant's behalf, within thirty (30) calendar days of the Plan Participant's request, unless the Claims Administrator and the Plan Participant mutually agree that an extension of the time is warranted.

All Administrative Appeals should be submitted in writing to:

Blue Cross and Blue Shield of Louisiana  
Appeals and Grievance Unit  
P.O. Box 98045  
Baton Rouge, LA 70898-9045

## **2. Second Level Administrative Appeal**

After review of the Claims Administrator's first level appeal decision, if the Plan Participant is still dissatisfied, a written request to Appeal must be submitted within sixty (60) days of the first level Appeal decision. Requests submitted after sixty (60) calendar days of the first level Appeal decision will not be considered.

An Appeals Committee of persons not involved in previous decisions regarding the initial Adverse Benefit Determination will review the second level Appeals. The Committee's decision is considered final and binding.

The Committee's decision will be mailed to the Plan Participant, the authorized representative, or a Provider authorized to act on the Plan Participant's behalf, within five (5) days of the Committee meeting.

Send a written request for further review and any additional information to:

Blue Cross and Blue Shield of Louisiana  
Appeals and Grievance Unit  
P.O. Box 98045  
Baton Rouge, LA 70898-9045

## **3. OGB Voluntary Level Appeal**

*Not applicable to a rescission of coverage Appeal or any Appeal requiring medical judgment. These Appeals follow the second level external review track for Medical Appeals.*

The Plan Participant or his Authorized Representative has **thirty (30) calendar days** from receipt of the notice denying the second level Administrative Appeal to file an OGB voluntary level Appeal. **To file an OGB voluntary level Appeal**, send the OGB voluntary level Appeal to:

Office of Group Benefits  
Administrative Claims Committee  
P. O. Box 44036  
Baton Rouge, LA 70804

**along with copies** of all information relevant to the Appeal. The Plan Participant or his Authorized Representative is entitled to receive free of charge, copies of all information relevant to the Appeal from the Claims Administrator (Blue Cross and Blue Shield of Louisiana, Claims Administrator, Appeals and Grievance Unit, P. O. Box 98045, Baton Rouge, LA 70898-9045).

If the Administrative Claims Committee (ACC) grants the OGB voluntary level Appeal, the Plan Participant will be notified and the Claims Administrator will reprocess the claim. If the ACC denies the OGB voluntary level Appeal, the ACC will notify the Plan Participant or his Authorized Representative, in writing, of the decision within sixty (60) calendar days from the date the ACC received the OGB voluntary level Appeal, or as allowed by law.

## Medical Appeals

Medical Appeals involve Adverse Benefit Determinations for Medical Necessity, appropriateness, healthcare setting, level of care, or effectiveness or is determined to be experimental or Investigational and any related prospective or retrospective review determination.

All Medical Appeals should be submitted in writing to:

Blue Cross and Blue Shield of Louisiana  
Medical Appeals  
P.O. Box 98022  
Baton Rouge, LA 70898-9022

### **1. First Level Internal Medical Appeals**

If the Plan Participant is not satisfied with the Claims Administrator's decision, a written request to Appeal must be submitted within **one hundred eighty (180) calendar days** of the initial Adverse Benefit Determination for internal Medical Appeals. Requests submitted to the Claims Administrator after **one hundred eighty (180) calendar days** of the initial Adverse Benefit Determination will not be considered.

A Physician or other healthcare professional in the same or an appropriate specialty that typically manages the medical condition, procedure, or treatment under review and who is not subordinate to any previous decision-maker on the initial Adverse Benefit Determination, will review the internal Medical Necessity Appeal.

If the internal Medical Appeal is overturned, the Claims Administrator will reprocess the Plan Participant's Claim, if any. If the internal Medical Appeal is upheld, the Claims Administrator will inform the Plan Participant of the right to begin the second level Appeal process.

The internal Medical Appeal decision will be mailed to the Plan Participant, the authorized representative, or a Provider authorized to act on the Plan Participant's behalf, within thirty (30) calendar days of the Plan Participant's request; unless the Claims Administrator and Plan Participant mutually agree that an extension of the time is warranted.

If the first level Appeal is denied or if the Claims Administrator fails to complete the Appeal within the time limits set forth above, the Plan Participant or his Authorized Representative may request a Second Level Appeal (External Review).

### **2. Second Level Medical / External Appeals**

If the Plan Participant is not satisfied with the determination on his Claim, or if the Claims Administrator fails to complete the Appeal within the time limits set forth above, the Plan Participant or his Authorized Representative must send a written request for an external Appeal, conducted by a non-affiliated Independent Review Organization (IRO), within **one hundred twenty (120) calendar days** from receipt of the internal Appeal decision, to:

Blue Cross and Blue Shield of Louisiana  
Medical Appeals  
P.O. Box 98022  
Baton Rouge, LA 70898-9022

Requests submitted to the Claims Administrator after one hundred twenty (120) days of receipt of the internal Appeal decision will not be considered. The Plan Participant is required to sign the form included in the internal medical Appeal denial notice which authorizes release of medical records for review by the IRO. **Appeals submitted by your Provider will not be accepted without this form completed with Your signature.**

The Claims Administrator will conduct a preliminary review to determine whether the Plan Participant has a right to an external review within five (5) business days of receiving the request. The Claims Administrator will notify the Plan Participant or his Authorized Representative, in writing, of the decision and requirements for



any further action by the Plan Participant or his Authorized Representative within one (1) business day after completing the preliminary review.

If an external review right exists, the Claims Administrator will provide the IRO all pertinent information necessary to conduct the external Appeal. The external review will be completed within forty-five (45) days of receipt of the external Appeal request. The IRO will notify the Plan Participant or their authorized representative and all appropriate Providers of its decision.

The IRO decision will be considered final and binding.

If you need help or have questions about Your Appeal rights, call the Employee Benefits Security Administration (EBSA) at 1-866-444-EBSA or 1-866-444-3272.

### **Expedited Appeals Process**

The Expedited Appeal process is available for review of the Adverse Benefit Determination involving a situation where the time frame of the standard medical Appeal would seriously jeopardize the Plan Participant's life, health or ability to regain maximum function. It includes a situation where, in the opinion of the treating physician, the Plan Participant may experience pain that cannot be adequately controlled while awaiting a standard Medical Appeal decision.

An Expedited Appeal also includes requests concerning an Admission, availability of care, continued stay, or healthcare service for a Plan Participant currently in the emergency room, under observation, or receiving Inpatient care.

An Expedited External Appeal is also available if the Adverse Benefit Determination involves a denial of coverage based on a determination that the recommended or requested healthcare service or treatment is deemed experimental or Investigational; and the covered person's treating Physician certifies in writing that the recommended or requested healthcare service or treatment that is the subject of the Adverse Benefit Determination would be significantly less effective if not promptly initiated.

Expedited Appeals are not provided for review of services previously rendered.

An Expedited Appeal shall be made available to, and may be initiated by the Plan Participant, his authorized representative, or a Provider authorized to act on the Plan Participant's behalf. Requests for an Expedited Appeal may be verbal or written.

For verbal Expedited Appeals, call 1-800-376-7741 or 1-225-293-0625.

For written Expedited Appeals, fax 225-298-1837 or mail to:

Blue Cross and Blue Shield of Louisiana  
Expedited Appeal - Medical Appeals  
P. O. Box 98022  
Baton Rouge, LA 70898-9022

#### **1. Expedited Internal Medical Appeals**

In these cases, We will make a decision no later than seventy-two (72) hours of our receipt of an Expedited Appeal request that meets the criteria for Expedited Internal Medical Appeal.

In any case where the internal Expedited Medical Appeal process does not resolve a difference of opinion between the Claims Administrator and the Plan Participant or the Provider acting on behalf of the Plan Participant, the Appeal may be elevated to an Expedited External Medical Appeal.

If an Expedited internal medical Appeal does not meet the Expedited Appeal criteria or does not include the Physician attestation signature, the Appeal will follow the standard Appeal process and timeframe.