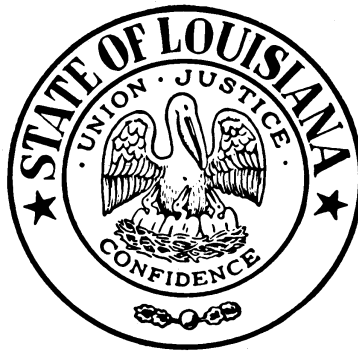


REQUEST FOR PROPOSALS
ADMINISTRATIVE SERVICES ONLY (“ASO”)
FOR
OFFICE OF GROUP BENEFITS SELF-FUNDED HEALTH PLANS



RFP#: 3000014396
Proposal Due Date: **April 2, 2020**

STATE OF LOUISIANA
OFFICE OF GROUP BENEFITS

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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 who are interested in providing Administrative Services Only (“ASO”) for self-funded health plans offered by OGB in accordance with the specifications and conditions specified in this Request for Proposals (herein, “RFP”).

The ASO will be responsible for all facets of the day-to-day operational administration of OGB’s self-funded health plan including, but not limited to, third party administration of health claims, including network services; population health management, including but not limited to disease management; a wellness program; health reimbursement account and health savings account services for respective plan offerings, call center operations, and general and advisory services regarding health plan design and implementation. OGB is looking to partner with an administrator that will provide advisory or “best in class” health plan design and administration practices (pre-authorizations, standard exclusions, etc.). The partner shall administer and pay all claims on OGB’s behalf for the current plans offered by OGB and any revised plans, as requested. The partner will provide innovative solutions for self-funded health program management, including efficient claims processing, network management and population health management. The Contractor is expected to drive health risk improvement and mitigation of rising costs of healthcare in order for OGB to continue to provide the best value to its Plan Participants. The Contractor will match current plan designs as closely as possible. OGB reserves the right to change and add to its health plan options at any time during the period of the resulting Contract. OGB will not provide advance funding for payment of claim expenses.

The intent of this RFP is to assess the depth, value, and quality of each proposer’s network, and to ultimately utilize a proposer’s network; however, OGB reserves the right to request special involvement with network maintenance in order to offer a value based health program. It is expected that all OGB vendors will be able to support program offerings and initiatives, as well as be able to support changes to these offerings and initiatives. Upon request, selected contractor(s)/vendor(s) will need to work with one another, the appointed OGB actuary, OGB’s Pharmacy Benefit Manager (“PBM”), employees from the Division of Administration, and the Office of Group Benefits, which is responsible for managing the self-funded health plans.

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 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 certain governmental entities that have elected to participate in the OGB plan of benefits. Offered benefits include health coverage, prescription drug coverage, and life insurance. OGB currently offers self-funded plans (administered by Blue Cross and Blue Shield of Louisiana), a capitated primary care network to OGB Plan Participants enrolled in OGB self-funded Plans other than the Pelican HSA 775 (administered by Access

Health, Inc.), a fully-insured Health Maintenance Organization plan (administered by Vantage Health Plan, Inc.), and Medicare Retiree specific fully-insured plans (administered by Extend Health, Vantage Health Plan, Inc., Humana Health Benefit Plan of Louisiana, HMO Louisiana, Inc., and Peoples Health).

Plan Participant eligibility includes employees of state agencies, institutions of higher education, school boards and charter schools, and certain political subdivisions that elect to participate. Eligibility does not include local government entities, parishes, or municipalities.

The self-funded health plans offered by OGB are currently on a calendar year and current options include the following:

- **Pelican HRA 1000** – Consumer Driven Health Plan (“CDHP”) with employer-funded Health Reimbursement Account (HRA)
- **Pelican HSA 775** – Qualified High Deductible Health Plan (HDHP with employer and employee-funded Health Savings Account (HSA)
- **Magnolia Local** – Traditional in-network only plan with a narrow network
- **Magnolia Local Plus** – Traditional in-network only plan
- **Magnolia Open Access** - Traditional in/out of network plan

The self-funded health plans offered have a national network for the above-listed plans other than the Magnolia Local. The administrative monthly fee effective throughout the term of the current contract are as follows:

ASO Administrative Monthly Fees	
January 1, 2016 - December 31, 2016	\$23.15
January 1, 2017 - December 31, 2020	\$22.17

With the exception of the Pelican HSA 775, all self-funded health plans currently utilize the current Pharmacy Benefit Manager’s (MedImpact Healthcare Systems, Inc.’s) pharmacy network providers. OGB has projected \$902,945,000 in medical claims expenditures in FY20.

Disease Management is currently offered on an opt-in model for non-Medicare eligible Plan Participants for the following conditions: Chronic Obstructive Pulmonary Disease, Diabetes, Congestive Heart Failure, Asthma, and Coronary Artery Disease.

OGB offers Primary Plan Participants in the self-funded health plans the opportunity to obtain a premium credit when they participate in the Live Better Louisiana program. The Live Better Louisiana program (administered by Blue Cross and Blue Shield of Louisiana and subcontractor Catapult Health) provides an onsite preventative health checkup to eligible OGB Primary Plan Participants. The preventative health checkup is offered at no cost to eligible OGB Primary Plan Participants. Eligible OGB Primary Plan Participants will obtain the premium credit if their primary care physician completes a form with preventative health checkup results in lieu of attending an onsite preventative health checkup.

Information regarding OGB’s self-funded health plans offered is provided in Attachment XIV. Additional plan information can also be found by accessing the websites listed below.

<https://info.groupbenefits.org/>

<https://www.bcbsla.com/ogb>

Each Proposer that completes and returns Attachment IV: Data Use Agreement for Limited Data Set by the specified deadline, 4PM Central Time (“CT”) February 14, 2020, via email to OGB.Proposals@la.gov along with the email of the authorized signatory will receive an electronic copy of data to be utilized in the formulation of the Proposal. This data will be submitted to the authorized signatory. **Note: OGB will not accept any alterations to Attachment IV: Data Use Agreement for Limited Data Set. OGB will not accept requests after the specified deadline.**

1.3 Goals and Objectives

1. To fulfill OGB’s delegated responsibility to serve the State of Louisiana by managing the self-funded health plans while improving the quality of health for those served by OGB.
2. To provide quality, cost-effective healthcare services to Plan Participants.

1.4 Term of Contract

The initial term of any Contract resulting from this RFP shall begin on or about January 1, 2021, and is anticipated to end on December 31, 2023. With all proper approvals and concurrence with the successful Contractor, OGB may also exercise the option to extend the Contract for additional periods of time at the same rates, terms and conditions of the initial Contract term; such additional periods of time shall not exceed a total of twenty-four (24) months. 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

Account Management Team – Contractor’s staff assigned to OGB, which shall include a Strategic Account Executive, Implementation Manager, Operational Account Manager, Project Manager, Clinical Program Manager, Financial Analyst, Data and Analytics Lead, Privacy Officer, and Customer Service Manager.

Alternate Recipient – the Primary Plan Participant(s) in a group health plan who is ordered under a medical support order to provide health insurance on behalf of a child.

Benefit Plan – the covered benefits provided to Plan Participants as defined by the Plan offered by OGB.

Claim(s) – the Covered Benefits Claims processed through an online Claims adjudication system or otherwise sent and processed by Contractor.

CMS – the Centers for Medicare and Medicaid Services.

COB – the Coordination of Benefits.

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

Covered Benefit(s) – health care services, products, or supplies made available as a covered benefit to Plan Participants as set forth in the respective Plan.

CSR – a Customer Service Representative.

EOB – an Explanation of Benefits.

HIPAA – the Health Insurance Portability and Accountability Act.

Identification Cards (“ID Cards”) – printed identification cards containing specific information about the Covered Benefits to which Plan Participants are entitled. All ID Cards shall have the applicable logo or other method, agreed upon by both parties in writing, identifying the Contractor as the ASO TPA.

IVR - Interactive Voice Response, an automated telephony system that interacts with callers, gathers information and routes calls to the appropriate recipients.

MBI – Medicare Beneficiary Identifier.

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

OSP – Office of State Procurement.

PBM – the Pharmacy Benefit Manager.

Plan – OGB’s defined health benefit plan pursuant to which Covered Benefits are provided to Plan Participants.

Plan Participant(s) – individuals who are entitled to Covered Benefits through OGB as identified in the eligibility data file prepared, maintained and as determined by OGB, and delivered to the Contractor.

Primary Plan Participant(s) – the Plan Participant whose relationship with OGB or the employee/retiree governs the coverage under the Plan.

PPACA – the Patient Protection and Affordable Care Act.

Proposal – a response to a RFP.

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

RFP – a Request For Proposals.

Shall, Must, Will – a mandatory requirement.

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

Value Based – healthcare reimbursement program that reimburses healthcare providers based on the quality they provide patients rather than the number of patients they see.

1.6 Schedule of Events

EVENT	DATE
Post RFP to LaPAC	January 31, 2020
Deadline to submit Attachment IV: Data Use Agreement for Limited Data Set	4:00 PM (CT), February 14, 2020
Deadline for Receipt of Written Inquiries	4:00 PM (CT), February 26, 2020
Issue Responses to Written Inquiries	March 18, 2020
Deadline for Receipt of Proposals	4:00 PM (CT), April 2, 2020
Oral Presentations, if required	Time, Date, and Location to be determined

Notice of Intent to Award Announcement	TBD
Begin Implementation	July 1, 2020
Contract Effective Date	January 1, 2021

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 Section 1.9 Proposal Response Format and Section 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 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:

Administrative Services Only for Self-Funded Health Plans

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. 3rd 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 Qualification

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

- Five (5) continuous years of experience providing and implementing medical claims administration with a group size of one hundred thousand (100,000) or more covered lives.

Proposers should provide documentation supporting that their record of experience meets this mandatory qualification.

OGB reserves the right to request additional information and documentation to support that the Mandatory Qualification was met by the Proposer 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.

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 one hundred eighty (180) 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 five (5) years.
- 6) Confirmation statement that Proposer will comply with all regulations set forth by recognized governmental agencies and all applicable federal and Louisiana laws.
- 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 providing ASO services with other states and/or with corporate/governmental entities of comparable size and diversity.

Proposer should provide a separate reference, including the client name, address, industry, contact person and title, telephone number, and email address for each of the following categories: 1) Long-standing client of your organization; 2) Client that recently implemented an ASO program with your organization on or after January 1, 2018; and 3) Client that left your organization and now uses services of another vendor for reasons other than a merger, sale, or acquisition.

Proposer should clearly describe their ability to meet or exceed the mandatory qualification set forth in Section 1.8.1 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:

- Demonstrate Proposer's understanding of the nature of the project and how its Proposal will best meet the needs of OGB through providing general support and advisory services regarding health plan benefit design and implementation, efficient claims processing, network management, rebate and Formulary management for the HDHP only, clinical management programs, implementation of cost-saving programs, customer service, quality management, marketing, utilization management, and all other services required to administer the services provided;

- Provide a proposed project work plan that includes implementation plans that fully detail all tasks necessary to begin performance of the Contract on January 1, 2021, 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;
- Describe approach to Quality Assurance;
- Approach for managing program operations to provide greater efficiency and effectiveness;
- Describe Proposer's customer service program including hours of operations, location(s), training plan to ensure understanding of OGB's benefit plan design, scoring tool and call quality standards, production expectations (i.e., number of calls per day, time spent in available status, etc.), production and quality metrics, staffing ratio, and available services to handle a diverse population;
- Identify areas of project risk and procedures to mitigate risks associated with implementation;
- Describe current procedures in place to handle Protected Health Information ("PHI") and Personally-Identifiable Information ("PII") privacy and security;
- Include responses to all questions in Attachment VI: Technical Questionnaire.
- Include a response to Attachment V: Provider Network Disruption and describe your approach to close any gaps discovered through the respective disruption analysis. The Proposer should utilize the redacted claims data to determine provider network disruption. See Attachment X for additional details.
- Innovative concepts for services including, but not limited to Population Health Management, Creative Ideas, and/or cost-saving measures. **The Proposer should denote innovative concepts in the proposal separate and apart from the minimum level of services cited in Section 2: Scope of Services and standard services provided by the Proposer that are not included in the minimum services identified by the OGB.** All services must be included in the proposed Per Primary Plan Participant Per Month rate; and
- Provide detailed claims data to OGB's data analysis vendor in the format and agreed upon frequency.

F. Proposed Staff Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer's dedicated Account Management Team, including but not limited to, the assigned Account Executive, Implementation Manager, Operational Account Manager, Project Manager, Clinical Program Manager, Financial Analyst, Data and Analytics Lead, Privacy Officer, and Customer Service Manager as well as any other assigned personnel considered key to the success of the project. This includes the Proposer's own staff and

staff from any subcontractor to be used. The Account Executive and/or Operational Account Manager will provide day-to-day management of project tasks and activities, coordination of Proposer's employees, and possess the technical and functional knowledge to direct all aspects of the project. Also, the Account Executive must have at least one (1) back-up staff member designated to handle the overall responsibility of OGB.

The Proposer should demonstrate that their staff and/or subcontractor(s) have the necessary experience and knowledge to successfully perform the services listed in Section 2, Scope of Services. Individual resumes should be provided for the Account Management Team and any other assigned personnel considered key to the success of the project and include information detailing education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities, customer references (name, title, company name, address, email address, and telephone number) for the cited projects, and any applicable certifications.

Proposer should also provide an organizational and staffing plan that includes the role and responsibilities of the Account Management Team and any other personnel key to the success of the project, number of years of experience with the organization, number of accounts currently servicing, estimated percentage of time individual will work with OGB, anticipated duration of involvement, location and on-site availability.

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 entrepreneurship (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.

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.

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.

The formula for the Hudson/Veterans subcontractor calculation is: $(A/B) * C = D$, where A = the eligible subcontracted work, B = the estimated value of the ASO contract administrative fees, C = the number of reserved points, and D = points earned.

For purposes of this calculation only, the ASO contract administrative fees used in the formula is Ninety Nine Million Dollars (\$99,000,000). This is not a guarantee of awarded contract value and is for HVI calculation purposes only.

- iii. 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 participation and the dollar amount of each:

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 for each qualifying subcontractor. 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

The Proposer must provide the total administrative monthly fee (inclusive of travel and all Contract-related expenses) for providing the services described within this RFP as well as the claims re-pricing cost. All cost information must be provided within Attachment IX: Cost Proposal Template (completing both Section I: Administrative Monthly Fee and Section II: Claims Re-pricing Cost) and must comply with all pricing requirements set forth. **Any deviation to the template will result in the proposal being deemed non-responsive and it will not be considered for award.**

I. Administrative Monthly Fee Information

The Proposer shall provide one total administrative monthly fee in Attachment IX: Cost Proposal for providing all services proposed in order to provide Administrative Services Only (ASO) for Self-Funded Medical Plans offered by the Office of Group Benefits, including but not limited to:

- Medical Claims Third Party Administration, including network services;
- Population Health Management, including, but not limited to, Disease Management;
- Wellness Program(s); and
- Administration and Coordination of Health Reimbursement Account and Health Savings Account Services for respective plan offerings.

This administrative monthly fee shall be inclusive of all services proposed to be provided by the Proposer. This cost proposal shall not include any additional fees for service, other than the administrative monthly fee. The OGB shall not incur additional costs for use of innovative concepts proposed. Rates shall be guaranteed for the term of the contract.

The proposed administrative monthly fee will be used to calculate the Administrative Monthly Fee Cost Proposal Score points using the formula specified in Section 3.1 Evaluation and Review.

II. Claims Re-pricing Cost Information

Each Proposer that completes and returns Attachment IV: Data Use Agreement for Limited Data Set by the specified deadline, 4PM CT February 14, 2020, will receive an electronic record containing redacted historical claims detail. **Note: OGB will not accept any alterations to Attachment IV: Data Use Agreement for Limited Data Set. OGB will not accept requests after the specified deadline.**

The Proposer will utilize the redacted historical claims detail to facilitate generation of the guaranteed pricing terms requested in Attachment IX: Cost Proposal Template.

The Proposer shall utilize the redacted claims data to re-price the medical claims costs and determine provider network disruption. See Attachment X for additional details about the re-pricing.

Evaluation will be based upon total re-priced allowed amount. Proposers will provide the appropriate discounted charges, per claim line, as if the Proposer were actually paying the claim. For those claims able to be re-priced, the Proposer shall provide a total cost for all claims after re-pricing. (To ensure consistent treatment among Proposers, the only claims to be considered for evaluation are those that are common to all Proposers.) The line-by-line claims re-pricing cost will be used to calculate the Claims Re-pricing Cost Proposal Score points using the formula specified in Section 3.1 Evaluation and Review. **NOTE: The redacted claims used for claims re-pricing include data furnished by the OGB's incumbent contractor, Louisiana Health Service & Indemnity d/b/a Blue Cross Blue Shield of Louisiana.**

I. Certification Statement

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

J. Outsourcing of Key Internal Controls

Proposer shall provide information regarding the organization's last internal controls and security audit, to include a SOC 1, Type II and/or SOC 2, Type II report resulting from its most recent Statement on Standards for Attestation Engagements No. 18 (SSAE 18) audit. In addition, Proposer should provide any other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. OGB reserves the right to request any additional information to assure itself of a Proposer's financial and operational condition.

Cost of the audit/validation shall be borne solely by the Proposer. The results of such audit/validation will be evaluated under the Technical Approach.

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 ten (10) numbered copies of the Technical Proposal. **All should be clearly marked “Technical Proposal.”**
- Four (4) 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.”**
- Four (4) 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) portable drives of the 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 designee.

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. As used in this paragraph, PII refers to Personally-Identifiable Information.

1.14 Trade Secrets and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall apply to the technical and cost portion of the Proposal. 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 in PDF format 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.

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, 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 proposer is disqualified, for any reason, will be the responsibility of the Proposer.

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 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 any addenda to the RFP. Posting of any addenda to the RFP to the websites listed above is the only notice that a Proposer will receive of any addenda.

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.

OGB reserves the right to request additional information and documentation to support that Proposer has met the standards listed in Section 1.24 Determination of Responsibility.

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 entrepreneurship. Information required of the Proposer

under the terms of this RFP shall be provided for each subcontractor, if requested by the State. 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 a Contract without further discussion of the Proposal submitted based on the initial Proposals received.

The RFP(s), including any addenda added, and the selected Proposal 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 with the highest score.

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.*), evaluations of each Proposer’s 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 Chief Procurement Officer, within fourteen (14) calendar days after the agency issues a Notice of Intent to Award contract. 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

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

4. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

5. Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 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 premium.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the OGB. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

- a. The OGB, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. 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. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not 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 Agency 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 Agency, its officers, agents, employees and

volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. 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 within 30 days.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency 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 Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Office of Group Benefits, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, 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.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. 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, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this 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 an Administrative Monthly Fee (Per Primary Plan Participant Per Month) and Claim Payment Reimbursement contract amount. A maximum contract amount will be determined after Contract award and negotiation for work performed during the term of the Contract. All fees, claims reimbursement, and contract amount and total contract amount will be 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 method of payment will be by wire transfer, a same day electronic funds transfer from OGB/State's bank account to the payee's bank account.

Claims Payments. OGB will not provide advance funding for payment of claims. The Contractor shall submit weekly invoices for reimbursement of claims no later than 12:00 p.m. CT on the established billing day, with an accompanying check register (claims disbursements) showing all paid claims and any other supporting documentation necessary to substantiate invoiced costs. Separate invoices shall be prepared with respect to claims for each Plan offering and shall identify on each invoice the portion applicable to active and retiree Plan Participants. Upon receipt and validation of each claims invoice, OGB shall wire the undisputed amount within two (2) business days of receipt. If the invoice(s) and electronic check register(s) do not reconcile, payment of the disputed amount will be made within two (2) business days of successful reconciliation. If OGB questions the amount, OGB will notify the Contractor of its questions regarding said amount, and Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

Contractor may not suspend or fail to render claims payments within the timeframes provided by applicable law because of non-payment or late payment by OGB. Such payments by Contractor shall not constitute a waiver of any of Contractor's remedies with respect to non-payment. Should Contractor fail to make payments within the timeframes provided by applicable law, Contractor shall be liable to OGB for any penalties or fees that OGB may incur as a result of such inaction by Contractor.

Administrative Monthly Fees. Contractor will invoice OGB for all fees and charges earned by Contractor set forth in RFP Attachment IX: Cost Proposal Template, unless lower fees are negotiated, which will be reflected in a separate invoice. Upon receipt and validation of Contractor's invoice for administrative monthly fees, OGB shall pay undisputed fees by wire transfer within thirty (30) days of receipt. Administrative monthly fees will be charged the month following the month in which the service is provided. If OGB questions the amount, OGB will notify the Contractor of its questions regarding said amount, and Contractor shall make a reasonable effort to respond to such questions within five (5) business days. 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 administrative monthly fees.

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.

1.36.1 Termination of the Contract for Convenience

The State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for 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 Preferred Client

If you are awarded the Contract, you agree that OGB will be recognized as a preferred client relationship and will benefit from yearly pricing improvements provided to any other clients in your "book of business". Essentially, if another client or clients have been offered better pricing than you are offering to OGB in any given year, OGB should not be locked into the less advantageous pricing arrangements and should receive the benefit of any enhancements as well.

1.38 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 Monitor and shall not be binding upon the State until actually received by the State.

1.39 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.

1.40 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 as amended.

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.

1.41 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.

1.42 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.

1.43 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.

1.44 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).

1.45 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.

1.46 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.

1.47 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.

1.48 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.

1.49 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.

1.50 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 Administrative Services Only ("ASO") for Plan Participants enrolled in the self-funded Plans offered by the Office of Group Benefits. The participating Plans include the Magnolia Local Plus, the Magnolia Local, the Magnolia Open Access, Pelican HSA 775, and the Pelican HRA 1000.

2.2 Tasks and Services

The Contractor must possess the knowledge, capability, and resourcefulness to effectively provide ASO services in accordance with all federal, state, and any other applicable laws, regulations, policies, OGB requirements, etc. The Proposer awarded the Contract under this RFP will be responsible for successfully transitioning (in conjunction with OGB and the incumbent contractor) to being the Contractor responsible for completing all required services. The Contractor shall provide competent and qualified staff to work on the scope of services under the Contract. The Contractor is expected to drive health risk improvement and mitigation of rising costs of healthcare in order for OGB to continue to provide the best value to its plan participants.

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 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 ASO Support Services,
3. Network Services and Medical Claims Administration, and
4. Wellness and Population Health Management, Including Disease Management.

Below is a list of minimum services the Contractor shall be responsible for providing pursuant to the Contract resulting from this RFP:

Task (1): Implementation Services

1. Assign a dedicated implementation team to manage the implementation process and the transition of services from the incumbent contractor.
2. Work with OGB and incumbent contractor to transfer competencies and operational expertise essential to administering OGB's ASO benefits program with minimal interruption to Plan Participants.
3. Perform all tasks necessary to complete the pre-implementation audit (including follow-up test claims) at least ten (10) days prior to the effective date. This assumes OGB will sign off on the benefit set up at least thirty (30) days in advance of the Plan effective date.
4. Provide an implementation credit to OGB in the amount of \$250,000 to offset OGB's expense associated with the RFP, transition, and ongoing services. In no case shall OGB be required to repay all or a portion of the used or unused implementation credit. Contractor will track such services and provide OGB a quarterly report, upon request, of current utilization and remaining balance, if any, of the implementation credit. Any remaining balance will not expire and be available for use during the term of this Contract and any subsequent amendments to or extensions of the Contract.
5. 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.

6. Provide file data in a layout format designated by OGB to include, but not limited to, Check Register File, Population Health Participation, Wellness Participation, Medical Claims File, Provider Files, Code Files, Out of Pocket Maximum, and Adjusted Claims File. Contractor will need to accept OGB’s standard file layout. File layouts will be provided at no cost to OGB. **The file transfer protocol and the file encryption must meet OTS Information Security Requirements as posted in the OTS Information Security Policy. 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, key strength is highly suggested 4096 with a minimum allowed 2048, key must include a valid email address and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.**
7. Mail identification cards (“ID Cards”) to the homes of newly enrolled Plan Participants within four (4) calendar days of receipt of the eligibility. Contractor will be responsible for cost of reproducing ID Cards and priority mail shipping in the event of Contractor errors and/or initiated changes.
8. Mail welcome kits to the homes of newly enrolled Plan Participants within four (4) calendar days upon receipt of eligibility.
9. Integrate with selected contractor(s) as defined by OGB for the administration of the Plan, including the health claims administrator and COBRA administrator, for the purpose of out-of-pocket maximum accumulation. **Ensure that out-of-pocket maximum accumulation integration with selected contractor(s) as defined by OGB is successful prior to the “Go-Live” date, at no additional cost.**
10. Provide ten (10) read only access codes to the online eligibility, claims payment and/or standard and ad hoc reporting systems(s) (collectively, the “System”) which will allow OGB’s specified personnel to view and/or extract information residing in the System on an individual, Plan level, and account structure basis. Training to OGB personnel will be provided by the Contractor’s Account Management Team on-site at OGB.
11. Conduct project status implementation meetings with the Contract Monitor on-site, or via teleconference.
12. Perform comprehensive systems testing and quality assurance audits, with results reported to OGB prior to the “Go-Live” date, at no additional cost.
13. Ensure successful and timely completion of all tasks necessary to begin performance of the Contract on January 1, 2021 at 12:00 am CT.

Task (2): General ASO Support Services

1. Adhere to all provisions outlined and requested in the Attachment III: Technical Questionnaire.
2. Provide Administrative Service Only Plan Third Party Administration for each self-funded plan offering including, but not necessarily limited to, general support and advisory services regarding the self-funded ASO plans and implementation, formulary management for the HSA plan, network management, administrative and claims processing services, clinical management programs, reporting, marketing, customer service, quality management, and utilization management functions.
3. Administer the current self-funded ASO program with the same plan designs, level of coverage, and plan participant cost share presently offered by the OGB, and per the current Summary Plan Description provided by the OGB. Similarly, administer a new self-funded plan should the plan designs change.
4. Manage the current self-funded plan designs and any changes implemented by OGB. Benefit design and coverage can be modified as needed and requested by OGB.
5. Support any deductible or out-of-pocket maximum cross accumulation in a mutually agreed format to ensure compliance with the Patient Protection and Affordable Care Act (“PPACA”).
6. Support real-time integration with other vendors for deductible and out-of-pocket limits and produce an accurate EOB for Plan Participants showing their progress towards these limits.
7. Based upon OGB’s determination and written communication to Contractor of a Plan Participant’s eligibility for benefits provided under the Plan, Contractor will enroll Plan Participant to receive Plan benefits in accordance with Plan provisions and process any certificates of creditable coverage received by Contractor. Contractor will to the best of its ability, utilizing its current commercial process, make eligibility determinations for eligible over-age dependents. Contractor will accept OGB’s standard file layout for the initial eligibility enrollment file. OGB’s request for Contractor to enroll subsequent Plan Participants will be subject to Contractor’s subsequent enrollment processes.
8. Prepare and distribute 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 the following materials:
 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. Directions to access an online directory of providers, which includes all network physicians, hospitals and specialty facilities. Hard copies of provider directories and certificates of coverage must be available upon request.
 3. Contractor will supply identification cards to Primary Plan Participant(s) of the Plan when necessary. New cards will be issued to all Primary Plan Participant(s) of the Plan when OGB is serviced by Contractor for the first time. Thereafter, new

cards will only be issued on an individual basis, when Primary Plan Participant(s) make changes to their coverage upon 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.

4. Summary of Benefits and Coverage (SBC) 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 medical plan.

9. Contractor will coordinate benefits on behalf of the Plan following Contractor's standard practices and procedures. This will include the determination of the primary, secondary and tertiary order of liability of the Plan and any other health benefits program under which a Plan Participant may be eligible for benefits, and the payment of the Plan's share of its liability for a Claim. Coordination of benefit efforts will be based on information available to Contractor at the time of the adjudication of the Claim.

Except for the standard processes that Contractor has in place for questioning Plan Participants regarding other health coverage (which may be subject to change from time to time, but which currently includes sending out a questionnaire to the Plan Participant when Contractor deems appropriate), Contractor shall not be required to determine the existence of any other plan or amount of benefits payable under any such other plan. Following Contractor standard investigation process, if a Plan Participant fails to respond to Contractor's inquiry about the existence of any other coverage, Contractor will reject the Claim and will only process such Claim upon receipt of Plan Participant's response.

10. Provide a dedicated Account Executive and/or Operational Account Manager who will provide day-to-day management of project tasks and activities, coordination of Proposer's employees, and possess the technical and functional knowledge to direct all aspects of the project. The Account Executive and/or Operational Account Manager who is knowledgeable about all aspects of the Medical Program and is always accessible by phone or email during regular working hours to address emergency and non-emergency issues posed by the OGB staff and will respond to all inquiries within one business day. The Account Executive must have at least one (1) back-up staff member designated to handle the overall responsibility of OGB. When the Account Executive will be out of the office for more than four hours, the designated back-up staff member will be in the office and available to address all questions and report requests during the Account Executive's absence. The designated back-up staff member will be identified by name, phone number, and alternate phone number prior to the account representative leaving the office.
11. Assist OGB in complying with grievance and appeal procedures adopted by OGB as outlined in the Plan. The Contractor will be responsible for resolution of appeals specific to Covered Benefits, medical necessity, and external reviews consistent with the appeals program and Plan Participant requested reviews of coverage denials as allowed by and in accordance with all applicable Law.

12. Provide support around account strategy, Plan Participant inquiries, issue resolution, reports, other requested projects, and deliverables.
13. Provide an annual service cycle plan as well as an ongoing task log with timelines for all deliverables and weekly status update meetings in person or via teleconference.
14. Attend all on-site quarterly meetings at OGB. The meetings shall be held no later than thirty (30) days following quarter end. The Account Management Team will provide for OGB approval draft agenda at least ten (10) business days in advance of a meeting to allow changes to the agenda and a reasonable opportunity to prepare for the meeting.
15. Maintain an ongoing process log that will document all benefit and system programming changes, which will be provided to OGB within five (5) business days of any change.
16. 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.
17. Investigate any activity, health plan related or otherwise relating to the Plan, which it believes to be fraudulent or abusive whenever detected by the Contractor or brought to the attention of the Contractor by OGB or other persons. The Contractor shall have established procedures and system edits that continually improve according to industry best practices to aggressively monitor and proactively search for cases and potential cases of fraud and abuse including providing OGB with a quarterly report of fraud activities and discoveries relating to the resulting Contract. The Contractor agrees to include OGB in anti-fraud efforts undertaken by Contractor.
18. Assist OGB in responding to inquiries received from Plan Participants, providers, or other persons. Such requests shall be 1) given priority status; 2) subject to a method of tracking approved by OGB; and 3) result in the delivery of all requested information, documentation, etc. When immediate responses are required, the Contractor shall assist OGB in preparing its reply including providing data and documentation within the timeframes prescribed by OGB for a specific inquiry.
19. Provide immediate online, real-time, manual, eligibility updates for urgent requests by OGB staff.
20. Make available all necessary resources to assist OGB in responding to legislative inquiries and requests including, but not limited to, the Account Management Team, analytics and outcomes, and government relations department. The Contractor shall respond within the timeframe set by OGB, which will be determined at the time of the inquiry depending upon the scope and complexity of the request.
21. Provide knowledgeable staff to attend statewide annual/special enrollments and any other informational meetings as scheduled by OGB as well as prepare, print and distribute communication materials. Staff in attendance at statewide annual/special enrollments and informational meetings must be Contractor's employees not subcontractors.
22. At OGB's request, provide knowledgeable and dependable staff for certain subcontracted wellness service programs (e.g., Live Better Louisiana, etc) to attend statewide annual/special enrollments and any other informational meetings as scheduled by OGB.
23. Provide advisory services to OGB regarding actual or pending state and federal laws, regulations, policies, procedures, and rules specific to self-funded health plans and for other topics related to the provisions of the self-funded health Plans. Also, provide OGB with interpretation as to the impact of such laws or regulations on the Plan.

24. Subject to OGB's customization and approval, the Contractor will be responsible for the development of health benefit information including, but not limited to 1) annual and special enrollment brochures and promotions; 2) other Plan-related printed materials (i.e., promotional, Plan Participant education, ID Cards, benefit brochures, claim forms, clinical program notices and letters, pre-formatted letters, system generated letters and notifications, correspondence forms, and other written materials and forms). The Contractor will be responsible for all costs associated with designing, writing, printing, distributing and mailing all such information.
25. Provide upon request of the Plan Participant printed materials in a medium widely accepted and in compliance with all applicable anti-discrimination Laws.
26. Provide a website that is specific to OGB and that is in compliance with all applicable anti-discrimination Laws.
27. Provide all printed material in electronic format with final version submitted to OGB in PDF file format.
28. Provide dedicated Customer Service Representatives ("CSR") to research and resolve, to the satisfaction of OGB, benefits, Claims payment, denial inquiries and complaints submitted by Plan Participants, pharmacies, and OGB. CSR must have the ability to gather and analyze data, create an historical picture, including a timeline of Claim activity for the individual Plan Participant, and develop appropriate correspondence for complicated Claim issues that are appealed to OGB.
29. Handle inquiries related to Plan Participant, benefits, Claims payment, and Claims payment denial. Contractor will furnish a toll-free telephone number for incoming customer service calls, including telephone technology for the hearing impaired and multi-lingual support. The call center for providers, Plan Participants, account management, and nurse line must be staffed and available to receive calls 8:00AM – 5:00PM CT, Monday through Friday, except on state holidays, including the day following Thanksgiving and the last workday preceding or following Christmas each year. Contractor will be required to extend Call center hours, as needed, during annual and special enrollment periods and other appropriate times as requested by OGB. The crisis line call center for behavioral health will be staffed and available to receive crisis calls 24 hours a day, 7 days a week.
30. Furnish a dedicated toll-free number for incoming customer service calls, including telephone technology for the hearing impaired and multi-lingual support. The dedicated call center for pharmacies, Plan Participants, and account management must be staffed and available to receive calls 24/7.
31. Upon request, provide digital recordings of phone calls within two (2) business days of request.
32. Document and maintain a service disruption/continuity of operations plan or procedure to continue customer service activities and all other business operations when existing service is temporarily unavailable due to either scheduled or unforeseen events (i.e. repairing/restoring utility or power supply, upgrading phone systems, and other events). OGB must be notified in advance for scheduled disruptions and within twenty-four (24) hours of occurrence for other events.
33. Design, update, print and/or email all Primary Plan Participant(s) communication materials (i.e., provider directories, summary plan documents, etc.), advertisements, marketing materials, and education materials for services such as disease management and wellness

programs at the Contractor's expense. Only material specific to OGB will be subject to OGB's approval prior to distribution.

34. Written communications to Plan Participants that have not been previously approved by OGB will be subject to OGB's approval prior to distribution. Any changes to these communications are subject to OGB approval prior to implementation. Once written communications are submitted for prior approval, OGB will review and either approve the communications or provide mandatory edits.
35. Conduct annual Plan Participant and OGB satisfaction surveys and report results to OGB. The survey tools are subject to OGB's approval. At a minimum, OGB satisfaction will be measured in the following areas:
 1. Providing effective support in preparing for and conducting open enrollment events/sessions;
 2. Providing OGB with timely notification of issues impacting Plan Participants;
 3. Responding to issues and questions in a timely, comprehensive manner;
 4. Developing and following through on action plans, effectively coordinating to resolve open issues;
 5. Being accessible and attending scheduled meetings; and
 6. Delivering agreed upon reports and communication of program results in a timely manner.
36. Meet with OGB staff in person or via teleconference, on at least a weekly basis to review and evaluate Contract administration. This schedule may be modified by OGB.
37. Notify OGB within five (5) business days of receipt of any class action notice and/or knowledge of other lawsuits related to the services provided hereunder in which the Contractor determines OGB could have an interest and provide copy of such to OGB. Contractor is not authorized to file such claims on behalf of OGB without OGB's express written consent. Contractor will provide claims data and reporting to use in filing for refunds or to participate in any such action or litigation at no additional costs.
38. Furnish to any Plan Participant the appropriate personal health statements ("PHS"), explanation of benefits ("EOB") notices and notices of any denials for Claims.
39. Perform financial functions such as billing, cash disbursements and refund processing.
40. Contractor will process Claims for OGB eligible Plan Participants that were incurred prior to but not processed as of the termination of the Contract and which are received by Contractor not more than one (1) year following Contract termination. However, at OGB's request, the handling of such Claims may be transitioned to a successor agent appointed by OGB prior to the end of the run off period, and Contractor shall reasonably cooperate in transitioning of such services to any successor agent appointed by OGB. Further, Contractor will continue to process all Claims and appeals for Claims incurred prior to the termination of the Contract during the one (1) year run off period following termination, unless otherwise transitioned to a successor agent appointed by OGB, at OGB's option.
41. Contractor will continue the performance of critical functions, including the continuation of the HSA Plan Participant accounts through an appropriate and compliant banking institution, and provide essential services in the event of crisis or other disruption.
42. Assist OGB in preparation of any return or report pertaining to the Plan 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.

43. At OGB's request, provide to OGB certain information required to be reported related to compensation earned with regard to administration of the Plan. This information should include all direct and indirect compensation paid by OGB to either Contractor or a third party subcontractor for providing services to the Plan.
44. Provide subrogation and reimbursement services for OGB, including outreach to plan participants, attorneys, risk management, and any other entity necessary to recoup subrogation and reimbursement payments. Contractor will comply with OGB Subrogation and Reimbursement procedures when providing these services.
45. Prepare and print a document containing a description of the covered benefits provided by the Plan to be used by OGB as a Summary Plan Description. OGB will review the draft prepared by Contractor and approve the document in writing as correct in the description of the benefits and compliant with all applicable laws and regulations, before dissemination to its Primary Plan Participant(s). 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.
46. Prepare a Summary of Benefits and Coverage ("SBC") Document to be used by OGB. Contractor will provide to OGB the SBC within ten (10) business days after it has received from OGB all the benefits information Contractor needs to draft the document. Contractor will not be held responsible for any delays in the distribution of SBCs to Primary Plan Participant(s), unless it has assumed responsibility for such distribution in writing and OGB has submitted the information timely. In any case, it will be OGB's responsibility to 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 of the receipt of the request for changes. If no changes are required, OGB will approve the document in writing as correct in the description of benefits and compliant with all applicable laws and regulations. Contractor will have no liability for any non-compliance of the document with the law, or any inaccuracies in regard to the benefit descriptions, statements, disclosures, or any other information contained in the document.
47. Distribute to Primary Plan Participant(s) a Summary of Benefits and Coverage ("SBC") at the beginning of the Contract, upon renewal of the Contract, or when changes made by OGB to the Plan would require the distribution of a new SBC to all Primary Plan Participant(s). Distribution of the SBCs shall be accomplished by Contractor placing electronic copies of the SBCs on Contractor's OGB designated website.
48. Assist OGB in meeting its responsibilities with respect to providing the continuation of health care coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). OGB is the Administrator for purposes of COBRA and shall remain responsible for meeting all COBRA and USERRA requirements applicable to the Plan. OGB shall also be responsible for promptly notifying Contractor of individuals who elect to continue Contractor coverage under COBRA or USERRA provisions. Contractor's responsibilities shall include, but are not limited to: (1) answering inquiries from former

- Plan Participants that continue Plan coverage under COBRA or USERRA provisions; and (2) preparing reports for OGB on COBRA and USERRA cases.
49. Contractor will assist OGB in meeting its responsibilities with respect to the receipt of Medical Child Support Orders (“MCSO”).
 50. Contractor will 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 the 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 RFP Attachment II: HIPAA Business Associate Addendum.
 51. Work with Access Health to insure the success of the Primary Care Capitation Program offered to OGB qualified members.
 52. Provide the following notices:
 - Women’s Health and Cancer Rights Act (“WHCRA”) Notices. Contractor will provide a notice to Primary Plan Participant(s) under the Women’s Health and Cancer Rights Act of 1998.
 - HIPAA Authorized Delegate Form. Contractor will provide a HIPAA Authorized Delegate Form to Primary Plan Participant(s).
 - HIPAA Privacy Notice. Contractor will provide each Primary Plan Participant(s) with Contractor’s HIPAA privacy notice, in the event that Primary Plan Participant(s) need to contact Contractor’s Privacy Department. OGB will prepare and Contractor will provide OGB’s HIPAA privacy notice to Primary Plan Participant(s).
 - Balance Billing Disclosure Notice. Contractor will provide a Balance Billing Disclosure Notice to Primary Plan Participant(s).
 - Notices Required by Patient Protection Affordable Care Act (“PPACA”) or Other Laws. Contractor will not prepare or distribute any Plan Participant notices required under the Patient Protection and Affordable Care Act or any other state or federal law, unless Contractor assumes responsibility thereof in writing or under the Contract. This includes, but is not limited to, Genetic Information Non-discrimination Act (“GINA”) notices, Michelle’s Law notices, or COBRA notices.

Task (3): Network Services and Medical Claims Administration

1. Establish, arrange, and maintain physician allied health and hospital provider networks through contractual arrangements with participating hospitals, allied health providers and physicians.
2. Provide network management services offering broad access (e.g., access to two primary care physicians within 15 miles; two specialists within 15 miles; and one hospital within 15 miles of 90% or greater Plan Participants) to primary care physicians, specialists, and hospitals. Network access should be provided with minimal disruption to primary care physicians, specialists, and hospitals currently utilized by Plan Participants.
3. Provide national network access to Providers, facilities, laboratories, and radiology services for all Plan Participants for all self-funded plans other than the Magnolia Local Plan. Cover all emergency services at in-network level.
4. Develop and/or maintain network options such as Value-Based Care networks, and narrow networks designed to enhance healthcare delivery, increase value, and improve Plan Participant experience.
5. Provide a national network of pharmacies for the Pelican HSA 775 Plan offering.

6. Support the high deductible health plan options (Pelican HSA 775 and Pelican HRA 1000) with an aggregate individual and family deductible and an embedded out-of-pocket maximum.
7. Provide Health Reimbursement Account and Health Savings Account Services (Pelican HSA 775 and Pelican HRA 1000) for respective plan offerings.
8. Provide highest quality Provider credentialing and re-credentialing services.
9. Maintain proven processes for evaluation, maintenance and re-evaluation of Providers for value-based care. Provide a method by which Plan Participants can identify network Providers practicing value-based care.
10. Prohibit participating Providers from balance billing Plan Participants for covered services when requested charges exceed negotiated fees.
11. Provide administrative services for provider contracts that have been negotiated by OGB directly, at OGB's request. OGB, at its sole discretion, may enter into contracts with any provider for rendering health services to the self-funded health plan. Contractor will render administrative services and facilitate discussions with providers as necessary whether in contractor's network or out of contractor's network. All system programming and file data exchange services will be at the contractor's expense.
12. Perform all aspects of Claims processing, coordination of benefits including non-Medicare and Medicare, Claims reimbursement, adjudication, and payment. The Contractor shall verify benefits and eligibility before paying Claims.
13. Provide a process for reimbursing Plan Participants through electronic submission and paper reimbursement form.
14. Provide a full Claims file feed to all vendors designated by OGB including, but not limited to, OGB's actuary and third-party claims administrator of self-insured health plans, as requested by OGB at no additional cost and in the format specified by OGB. File layouts will be provided at no cost to OGB.
15. Remit payments on behalf of OGB to the Centers for Medicare and Medicaid Services ("CMS") or to state Medicaid collection entities in response to Demand Letters for the recovery of Medicare or Medicaid payments. Unless requested by OGB in writing not to make such payments, OGB will reimburse Contractor for any payments remitted by Contractor on behalf of OGB to CMS or Medicaid collection entities in response to Demand Letters for the recovery of Medicare or Medicaid payments. Prior to accepting a substantial settlement agreement on OGB's behalf, Contractor must consult OGB and obtain prior written approval.
16. Process claims and determine payment levels based on the appropriate allowable charge, pursuant to the terms of the Benefit Plan as construed by Contractor.
17. Contractor will make coverage determinations and decide, in accordance with the Plans, the eligibility for payment of Claims incurred and submitted to it during the term of the Contract.
18. Remit timely payment to providers.
19. Review, clarify, edit as necessary, and confirm the accuracy of all health plan information included in the annual benefit guide and website as requested by OGB. The Contractor shall respond within the timeframe set by OGB, which will be determined at the time of the request.

20. Communicate as necessary with those Plan Participants on Plan Participant disruption letters to those impacted by quarterly Formulary changes.
21. Perform all aspects of claims processing, coordination of benefits including non-Medicare and Medicare, claims reimbursement, adjudication, and payment.
22. Process run-on Claims for eligible OGB Plan Participants incurred prior to but not processed as of the effective date of the resulting Contract at OGB's request.
23. Process claims for eligible OGB Plan Participants incurred prior to but not processed as of the termination of the resulting Contract and received not more than one (1) year following Contract termination ("run-off services"). At OGB's request, the handling of such claims may be transitioned to a successor appointed by OGB prior to the end of the run-off period, and the Contractor shall cooperate in transitioning such services to any successor appointed by OGB. Further, Contractor will continue to process all claims and appeals for claims incurred prior to termination of the resulting Contract during the one (1) year run-off period following termination, unless otherwise transitioned to a successor appointed by OGB.
24. Provide membership eligibility/enrollment, co-payment/coinsurance and benefit coverage information, supplied by OGB or its designated agent in mutually agreed format, available to network Pharmacies on a weekly basis at the time of dispensing through the online electronic transmission link maintained between the Contractor and pharmacies to assure claims are processed appropriately
25. Provide 24/7 access to online portal, except for scheduled maintenance, to Plan Participants for activities such as Claim submission, account monitoring, communications requested and approved by OGB, Formulary for HSA Plan only, and any other information required by state and federal Laws. All outages in excess of one (1) hour should be promptly reported to the Contract Monitor.
26. Provide OGB and its designated actuarial consultant with access to its standard reporting package, as well as any OGB specific reporting, specific security view allowing access to only database records for Plan Participants.
27. Develop and implement cost-saving programs. All such initiatives are subject to OGB's approval prior to implementation and/or discontinuance.
28. Provide predictive and plan design modeling capabilities and tools that will assist OGB in assessing the financial impact and/or return on investment ("ROI") of OGB's current benefit plan design and any proposed benefit changes.
29. Provide benchmark comparison for clients similar to OGB as well as national comparisons.
30. Provide immediate notification upon receipt by Contractor of any non-routine CMS-related inquiries regarding OGB's self-funded ASO plans and prepare response to such inquiries for OGB approval within the specified timeframe mutually agreed upon by the parties; submit such response upon OGB approval.
31. Provide assistance to OGB in complying with grievance and appeal procedures adopted by OGB and as outlined in the Benefit Plan or Summary Plan Document. Contractor shall abide by the grievance and appeals procedures as stated in the annual Plan Document. Contractor shall:
 - (i) For the first level of internal appeal, 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. 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 sent by OGB to Contractor to one of Contractor's contracted independent review organizations ("IRO"). Contractor is responsible for complying with applicable laws regarding external review. OGB acknowledges that OGB is responsible for ensuring that the Plan is administered consistently and in accordance with applicable laws; provided, however, Contractor will be responsible for ensuring Claims received by Contractor are processed in accordance with the ERISA Claims regulation.

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.

- 32. Manage medical specialty prescription drug spend (i.e., identify and direct Plan Participants and/or in-network Providers to lowest-cost site of care for medical specialty prescription drugs, require medical prior authorization, etc).

Task (4): Wellness and Population Health Management, Including Disease Management

- 1. Conduct utilization review, medical necessity determinations, benefit coverage determinations, population health services, and related functions affecting benefit activities.
- 2. Provide population health program for Common Chronic Conditions such as Chronic Obstructive Pulmonary Disease ("COPD"), Coronary Artery Disease ("CAD"), Congestive Heart Failure ("CHF"), Asthma and Diabetes. Contractor will provide Population Health services designed to improve health outcomes for Plan Participants.
- 3. Population Health Management services must at minimum provide the following services:
 - Measure and determine current population risk factors – baseline;
 - Program and program development to mitigate and improve baseline and ongoing risk factors;
 - Monthly reporting dashboard;
 - ROI measurement for programs implemented;
 - Health Informatics Technology with OGB access; and
 - Dedicated (not exclusively) Medical Director assigned to review trends and assist in long term strategy for population health management.

4. Wellness Program services must at minimum include the following:
 - 24/7 online program for members and administration;
 - Preventive care tracking;
 - Biometric data collection – onsite and PCP;
 - Health coaching capabilities; and
 - Incentive tracking capabilities.
5. Assist OGB with its current wellness program (Live Better Louisiana Program) by giving Plan Participants resources to help them better monitor their health. To perform health assessments for Plan Participants and provide results to Primary Plan Participants.
6. Provide at least two (2) dedicated nurses to perform services that assist with population health.
7. Provide value based programs that will improve quality of care.

Deliverables

The deliverables listed in this section are the minimum required from the Contractor. Additional deliverables may be included at the time of Contract award or as mutual agreed upon.

Deliverable	Description	Frequency of Submission
Operational Reports		
Quarterly Strategic Report	Plan Dashboard to include data, such as financial experience, claims utilization, program performance, cost management strategies, population health and wellness initiatives and key findings and Plan strategies and opportunities.	Due April 30, July 30, October 30, and January 30 of each calendar year.
Financial Experience	Premium Income and Claims Utilization Experience.	Within fifteen (15) calendar days after end of each month.
Claims Turnaround Time	Percentage of electronic and non-electronic Claims paid within thirty (30) days of receipt.	Within fifteen (15) calendar days after end of each month.
Telephone Abandonment Rate	Percentage of calls where the caller hangs up before speaking to a live voice.	Within fifteen (15) calendar days after end of each month.
PCP Turnover Rate	Percentage of PCPs leaving the network voluntarily or involuntarily during the month.	Within fifteen (15) calendar days after end of each month.
Grievance Log	Number of appeals and grievances filed during the month. A detailed report is required listing all appeals and grievances and the current status of each.	Within fifteen (15) calendar days after end of each month.

Plan Participant - Level Enrollment Accuracy	Percentage of Plan Participant updates within two (2) business days of receipt of a complete eligibility file submission.	Within fifteen (15) calendar days after end of each month and calendar year.
Claims Processing Accuracy	Percentage of Contractor audited Claims processed accurately the first time.	Within fifteen (15) calendar days after end of each month and calendar year.
Financial Payment Accuracy	Percentage of Contractor audited Claims dollars paid accurately.	Within fifteen (15) calendar days after end of each month and calendar year.
Abandoned Call Rate	Percentage of calls where the caller hangs up before speaking to a live voice, excluding those calls abandoned in the first 30 seconds and calls routed to an Interactive Voice Recognition (“IVR”) system.	Within fifteen (15) calendar days after end of each month and calendar year.
Plan Participant Written Inquiry Timeliness	Percentage of Plan Participant written inquiries answered within seven (7) business days.	Within fifteen (15) calendar days after end of each month and calendar year.
Average Speed to Answer (“ASA”)	Average lag time to answer by live voice; percentage of Plan Participants who wait over 60 seconds to speak with a live customer service representative.	Within fifteen (15) calendar days after end of each month and calendar year.
Primary Plan Participant(s) ID Card Timeliness	Number of Primary Plan Participant(s) issued identification card within 30 days of receipt of confirmation of enrollment eligibility.	Within fifteen (15) calendar days after end of each month and calendar year.
Data Reporting Timeliness	All required data denoted in Attachment IV must be submitted to OGB within 10 days of the following month.	Within ten (10) calendar days after end of each month being reported.
Subrogation	Reporting in accordance with Office of Group Benefits Subrogation and Workers’ Compensation Process and Procedures.	Within fifteen (15) calendar days after end of each month and calendar year.
Reports in Response to Audit Requests	Description will be provided at time of request.	Ad Hoc

Account Satisfaction		
Overall Primary Plan Participant(s) Satisfaction Survey	Conduct annual Primary Plan Participant(s) satisfaction survey and report results to OGB.	Within thirty (30) calendar days after end of each calendar year.
OGB Satisfaction Survey	Conduct annual OGB satisfaction survey and report results to OGB.	
Population Health Management		
Semi-Annual Chronic Condition Management Report	Number of Plan Participants that are eligible and enrolled versus those who are eligible and not enrolled in Chronic Condition Management.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include data beginning January 1 through June 15 and due January 15 to include data beginning June 16 through December 31, 2021.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include data beginning January 1 through June 15 and due January 15 to include data beginning June 16 through December 31, 2022.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include data beginning January 1 through June 15 and due January 15, 2024 to include data beginning June 16 through December 31, 2023. For calendar year 3, fifteen percent (15%) of the calendar year 3 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB.</p>

Claimants Cost Report	<p>Plan Participants accumulating > \$75,000 YTD. The report will include the number of Plan Participants, number new to report versus ongoing, average paid per Plan Participant, total paid amount, percent of total paid claims, distribution by diagnosis, and Plan Participant category (active, dependents, retirees with Medicare, and retirees without Medicare Plan Participants).</p>	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15 to include Claims data beginning June 16 through December 31, 2021.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15 to include Claims data beginning June 16 through December 31, 2022.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2024 to include Claims data beginning June 16 through December 31, 2023. For calendar year 3, fifteen percent (15%) of the calendar year 3 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB.</p>
Diabetes Adverse Events	<p>Disease related inpatient admits, outpatient services , and/or emergency room visits for Plan Participants ages 18-64 with Diabetes.</p>	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15 to include</p>

		<p>Claims data beginning June 16 through December 31, 2021.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15 to include Claims data beginning June 16 through December 31, 2022.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2024 to include Claims data beginning June 16 through December 31, 2023. For calendar year 3, fifteen percent (15%) of the calendar year 3 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB.</p>
Coronary Artery Disease (“CAD”) Adverse Events	Disease related inpatient admits, outpatients services, and/or emergency room visits for Plan Participants ages 18-64 with CAD.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15 to include Claims data beginning June 16 through December 31, 2021.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to</p>

		<p>include Claims data beginning January 1 through June 15 and due January 15 to include Claims data beginning June 16 through December 31, 2022.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2024 to include Claims data beginning June 16 through December 31, 2023. For calendar year 3, fifteen percent (15%) of the calendar year 3 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB.</p>
Congestive Heart Failure (“CHF”) Adverse Events	Disease related inpatient admits, outpatient services, and/or emergency room visits for Plan Participants ages 18-64 with CHF.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15 to include Claims data beginning June 16 through December 31, 2021.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15 to include Claims data beginning June 16 through December 31, 2022.</p>

		<p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2024 to include Claims data beginning June 16 through December 31, 2023. For calendar year 3, fifteen percent (15%) of the calendar year 3 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB.</p>
Diabetes Prevention Program (“DPP”) Performance	<p>Aggregated weight loss outcomes of DPP participants for each participant group (i.e. starters and graduates), projected diabetes reduction to include cost avoidance, claims impact, and health status (i.e., BMI, weight, etc.).</p>	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15 to include Claims data beginning June 16 through December 31, 2021.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15 to include Claims data beginning June 16 through December 31, 2022.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due</p>

		January 15, 2024 to include Claims data beginning June 16 through December 31, 2023. For calendar year 3, fifteen percent (15%) of the calendar year 3 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB.
Mental Health 30-day follow up	Percentage of Plan Participants who have a follow up evaluation and management visit within 30 days of discharge.	Within fifteen (15) calendar days after close of each month.
On-site Nurse	Number of newly identified Plan Participants with chronic conditions who engage. Number of Plan Participants engaging with on-site nurse in report period.	Within fifteen (15) calendar days after close of each quarter.
Population Health	Eligible, referred, enrolled engagement statistics, and associated clinical indicators.	Within fifteen (15) calendar days after close of each quarter.
Readmissions Rate	Readmissions rates for inpatient admits including diagnosis within 30 days, 90 days, and 120 days.	Within fifteen (15) calendar days after close of each quarter.
Inpatient Reviews	Number of inpatient admissions reviews, and number of inpatient concurrent reviews per month.	Within fifteen (15) calendar days after close of each quarter.
Clinical Trend Report	List of 25 most common inpatient diagnoses (charges and paid). List of outpatient diagnoses with charges and paid (include cost/Plan Participant, sorted by region of the state where service was provided and in the aggregate).	Within fifteen (15) calendar days after close of each quarter.
Preventive Care	Number of eligible Plan Participants and the number of participating Plan Participants with adherence to required preventive and maintenance screenings based on age and condition.	Within fifteen (15) calendar days after close of each calendar year.

Cost Savings Report	Cost savings information for care management, disease management, wellness, and any other programs implemented to improve health outcomes of Plan Participants.	Within fifteen (15) calendar days after close of each calendar year.
Disease Management Activity Report	Activity Report broken out by line of business (“LOB”) to include, but not limited to, plan type and status.	Within fifteen (15) calendar days after close of each month.
Performance Guarantees Report		
Performance Guarantees	A detailed monthly report including metrics for the performance guarantees set forth in the Contract.	Within thirty (30) calendar days after close of each month and calendar year.
Utilization and Wellness Management Programs	A detailed annual report including savings metrics for the utilization and wellness management programs.	Within thirty (30) calendar days after close of each calendar year.
Over-Utilization Reports		
ALERT	Over-utilization or abuse by Plan Participant or provider, fraud, etc. with number of cases identified and disposition, and number of cases under review.	Within forty-five (45) calendar days after close of each quarter.
Fraud and Abuse	Financial impact of identified fraud and abuse.	Within forty-five (45) calendar days after close of each quarter.
Network Management Reports		
Overall Network Discounts	Report illustrating the overall discount received by specialty and by region of the state.	Within thirty (30) calendar days after the close of each month and calendar year.
Geo Access	Report for rural and urban, displayed for inpatient facility, partial, hospital, outpatient provider and MD.	Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15 to include Claims data beginning June 16 through December 31, 2021.

		<p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15 to include Claims data beginning June 16 through December 31, 2022.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2024 to include Claims data beginning June 16 through December 31, 2023. For calendar year 3, fifteen percent (15%) of the calendar year 3 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB.</p>
Other Coverage	Monthly report of Plan Participants who have other coverage (i.e. Medicare or other commercial coverage).	Within fifteen (15) calendar days after the close of each month.
50 Most Utilized Providers	List of 50 most utilized in-network providers in Louisiana by 1) specialty, 2) per region of the state, 3) by number of evaluation and management visits and by 4) total allowed charges.	Reports due: January 15, 2021, and thereafter on April 15, July 15, October 15 and January 15 of each calendar year.
25 Most Utilized Facilities	List of top 25 most utilized facilities by number of admissions, average length of stay, 30, 90, and 120 day readmission rate and 30 day outpatient follow-up rate.	Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1

		<p>through June 15 and due January 15 to include Claims data beginning June 16 through December 31, 2021.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15 to include Claims data beginning June 16 through December 31, 2022.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2024 to include Claims data beginning June 16 through December 31, 2023. For calendar year 3, fifteen percent (15%) of the calendar year 3 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB.</p>
Network Providers	Detailed listing including the number of providers and facilities in-network by type, facility and provider terminations during report period by type, and new and re-contracted providers and facilities by type during the report period.	Within thirty (30) calendar days after close of each quarter.
In vs. Out of Network Analysis	In-network versus out of network analysis for each level of care (i.e., inpatient, outpatient, etc.).	Within forty-five (45) calendar days after close of each quarter.

Disruption Notification		
Network Disruption Notification	Provide at least sixty (60) days advance written notification to OGB and its Primary Plan Participant(s) of any change in provider networks. Primary Plan Participant(s) communications are subject to OGB's approval prior to distribution by the Contractor.	Within sixty (60) calendar days of any change to network.
Independent Assurances		
Independent Assurances	Contractor and its subcontractors performing key delegated functions shall each supply OGB with an exact copy of the SOC 1, Type II report and/or SOC 2, Type II report (as agreed by OGB) resulting from the SSAE 18 engagement or other assurances as described in Section 19 and for the period Jan 1- Dec 31. Contractor shall also provide a bridge letter to OGB for the period of January 1- June 30 of the following independent assurance reporting period no later than July 31 of each calendar year.	Due March 31 of each calendar year beginning March 31, 2022. The bridge letter covering the period of January 1-June 30 of each year will be due July 31 of each year beginning on July 31, 2023.
Unclaimed Property Report		
Unclaimed Property	Detailed listing in a mutually agreeable format of any unclaimed property of OGB Plan Participants held by Contractor.	No later than June 30 of each calendar year.

Performance Guarantees

The following performance guarantees are the minimum acceptable standards for the resulting Contract. These metrics shall be reported quarterly and reconciled on an annual basis unless another time period is agreed to between OGB and Contractor. OGB shall have the ability to modify the performance guarantees each Contract year. OGB, at its sole discretion, will allocate amounts at risk for performance guarantees. However, OGB will not allocate more than thirty percent (30%) of the total amount at risk to one performance guarantee. Contractor will also be subject to "per day" fees for Independent Assurance Reporting performance guarantees. For calendar year 3, fifteen percent (15%) of the calendar year 3 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB.

If the option to extend the contract is exercised, for calendar years 4 and 5, fifteen percent (15%) of the calendar year 4 and 5 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB, for each respective calendar year.

Any penalties owed to OGB shall be paid within ninety (90) days after the end of the calendar year. Penalties owed by the Contractor will be paid automatically and will not need to be requested. Implementation performance guarantees will be measured and reported within ninety (90) days after the agreed upon implementation date. Payment of any due and owing implementation performance penalty shall be paid within sixty (60) days of notification of the penalty to the Contractor.

Performance Guarantees: The Contractor will be subject to the performance standards and those detailed in Section 2, Scope of Service.

Audit: OGB reserves the right to audit performance guarantee reports on an annual basis. A third party may be utilized to perform this audit without limitation of the scope.

Measurement Periods: The first period to be measured shall be calendar year 2021 also known as January 1, 2021 through December 31, 2021. The second period will be for calendar year 2022, and the third period for calendar year 2023. The fourth period, subject to the renewal option, will be for calendar year 2024, and the fifth period, subject to the renewal option, will be for calendar year 2025. If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

Metric	Performance Standard	Penalty Percent at Risk Annually
Implementation		
Implementation Satisfaction Survey	Provide an implementation satisfaction guarantee that is separate from all other guarantees. The guarantee will be at the sole discretion of OGB, meaning OGB can determine, in good faith, a "yes" or "no" if they were satisfied with the implementation, or a percentage of satisfaction.	1.0% at risk for the first measurement period of the contract
Pre-Implementation Audit	Complete the pre-implementation audit, including follow-up test claims, at least ten (10) days prior to the established implementation date.	0.5% at risk for the first measurement period of the contract

Post Implementation		
Independent Assurances		
Independent Assurances	Contractor shall supply OGB with an exact copy of the SOC 1, Type II and/or SOC 2, Type II report resulting from an independent annual SSAE 18 engagement of the operations as described in Section 19 and for the period of January 1 – December 31 beginning March 31, 2022 and each calendar year thereafter. Contractor shall also provide a bridge letter to OGB for the period of January 1-June 30 of the following independent assurance reporting period beginning July 31, 2023.	\$1,000 per day
Plan Participant and Billing		
Plan Participant-Level Enrollment Accuracy	98% of Plan Participant updates within two (2) business days of receipt of a complete eligibility file submission.	1.50%
Claims Operations		
Claims Processing Accuracy	97% or greater of audited Claims adjudicated accurately in accordance with the Plan.	1.50%
Financial Accuracy	97.5% or greater of audited Claims accurately paid in accordance with the contracted provider rate.	1.50%
Customer Service		
First Call Resolution	80% of Plan Participant calls resolved on first call. Measurement: The number of calls that are completed without the need for referral or follow up actions divided by the total number of calls (excludes calls routed to IVR).	1.50%
Abandoned Call Rate		1.50%

	Less than or equal to 5% abandonment rate as a percent of all calls disconnected before a Customer Service Representative gets on the line. (Excludes calls abandoned within the first 30 seconds and calls routed to IVR).	
Plan Participant Written Inquiry Timeliness	95% of all written inquiries will be answered within 7 business days.	1.50%
Average Speed to Answer	The average elapsed time between call accepted into Contractor's system and a customer service representative gets on the line will be less than or equal to 60 seconds.	1.50%
Account Satisfaction		
Overall Primary Plan Participant Satisfaction Survey	Satisfaction Rate must be 85% or greater.	2%
OGB Satisfaction Survey	Satisfaction Rate must be 85% or greater, using metrics mutually agreed upon by Contractor and OGB prior to January 1, 2021.	2%
Financial		
Trend Guarantee	Proposals must include a trend guarantee for calendar years 2021, 2022, and 2023. The trend guarantee must include the methodology that will be utilized to measure the cost increases guaranteed from year to year.	20%
Discount Guarantee	To be measured annually. Any shortfall will require a dollar for dollar payment up to the guaranteed discount amount.	Dollar for Dollar payment for any shortfall
Reporting and Analytics		
Overall Reporting Requirements	Contractor agrees to provide 90% of all reports listed in the Contract by the required timeframe stated in the Contract.	2.50%
Data Analytics	Refresh analytic tool data monthly by the 30th of the following month at minimum 91 percent of the time.	2.50%

Provider Contracting and Network		
Minimum Overall Network Discounts (all services)	Contractor will guarantee a network discount mutually agreed by OGB and Contractor for Louisiana in-network providers, excluding pharmacy. Contractor will provide a discount report illustrating the overall discount achieved.	15%
Population Health Management		
Diabetes Adverse Events	Contractor will guarantee adverse events defined as disease related inpatient admits and/or emergency room for Plan Participants ages 18-64 with Diabetes as mutually agreed by OGB and Contractor.	2%
Coronary Artery Disease Adverse (“CAD”) Events	Contractor will guarantee adverse events defined as disease related inpatient admits and/or emergency room for Plan Participants ages 18-64 with CAD as mutually agreed by OGB and Contractor.	2%
Congestive Heart Failure (“CHF”) Adverse Events	Contractor will guarantee adverse events defined as disease related inpatient admits and/or emergency room for Plan Participant ages 18-64 with CHF as mutually agreed by OGB and Contractor.	2%
Mental Health 30 day follow up visit after discharge	60% of Plan Participants discharged from an inpatient mental health facility will have a follow up visit within 30 days of discharge.	2%
Dedicated Nurses	Two nurses dedicated solely to OGB.	2%
Utilization and Wellness Management Programs	On an annual basis, the utilization and wellness management programs (prior authorizations, disease management, Live Better Louisiana, etc) must have a savings of 1.5:1 demonstrated using OGB’s	1.5:1 in savings or the difference is owed to OGB

	own claims experience. If ratio is not 1.5:1 the Contractor will owe OGB the difference beginning January 15, 2022, and each calendar year thereafter.	
Specialty Drugs in Self-Funded ASO Health Plan		
Trend cost guarantee, mutually agreed upon, at the Health Care Cost Procedure Code level on the drug classes included in the site of care service program.	The baseline will be average unit cost based on historical claims experience for the previous calendar year.	2.5%
Utilization reductions in mutually agreed targeted therapeutic classes.	At a minimum, 75% of new patients meeting criteria will be serviced in facilities, providers offices, or home that have pricing parity (meaning moved away from outpatient hospital setting)	2.5%

2.3 Technical Requirements

- 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.**
- Provide file data in a layout format designated by OGB to include, but not limited to, Check Register File, Population Health Participation, Wellness Participation, Medical Claims File, Provider Files, Code Files, Out of Pocket Maximum, and Adjusted Claims File. Contractor will need to accept OGB’s standard file layout. File layouts will be provided at no cost to OGB. **The file transfer protocol and the file encryption must meet OTS Information Security Requirements as posted in the OTS Information Security Policy. <https://www.doa.la.gov/OTS/InformationSecurity/LA-InfoSecPolicy-v1.01.pdf>. 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, key strength is highly suggested 4096 with a minimum allowed 2048, key must include a valid email address and be approved by**

the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.

2.4 Project Requirements

OGB will designate an OGB Contract Monitor 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.

2.5 Contractor Requirements

The Contractor shall meet the following requirements prior to the execution of the contract:

- Authorized to transact business in the State of Louisiana.
- Licensing authority provided by the Department of Insurance in accordance and compliance with La. R.S. 22:1651.

OGB reserves the right to request information and documentation to support that the Contractor has met the Contractor requirements.

3 EVALUATION

3.1 Evaluation and Review

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

CRITERIA	MAXIMUM SCORE
PHASE 1: TECHNICAL APPROACH	
Approach and Methodology	325
Corporate Experience and Staff Qualifications	205
TECHNICAL APPROACH SCORE	530
Hudson/Veteran Small Entrepreneurship Program (up to 100 points reserved for Hudson-certified vendors; up to 120 points reserved for Veterans-certified vendors; if no Veterans-certified vendors propose, those 120 points are not awarded; see Section 1.9.G for details)	120
HUDSON/VETERAN SCORE	120
PHASE 2: COST PROPOSAL	
Administrative Monthly Fee	100
Claims Re-pricing	250
COST PROPOSAL SCORE	350
TOTAL SCORE	1,000

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 Corporate Experience and Staff Qualifications. **Proposer must receive a minimum score of 265 points (50%) of the total available points in the categories of Approach and Methodology**

and Corporate Experience and Staff Qualifications to be considered responsive to the RFP. Proposals not meeting this minimum score shall be rejected and shall not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.

Phase 1 – Technical Approach

Approach and Methodology

- Demonstrated effectiveness of Proposer’s approach and methodology to performing the various services outlined in Attachment III: Technical Questionnaire and Section 2, Scope of Services including but not limited to, data analysis, marketing, and structuring of program.
- Network disruption and Proposer’s approach to close any gaps discovered through the respective disruption analysis (See, Attachment V: Provider Network Disruption).
- Training methodology proposed for project staff to understand current practices and ongoing training needs to address changes in policy and procedures.
- Quality, depth, and completeness of the project work plan.
- Effectiveness of reporting and data analytics including the diversity of report types and formats supported.
- 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.
- Creativity and feasibility of innovative concepts proposed to Population Health Management, Creative Ideas, and/or cost-savings measures and future integration of new procedures and/or technology.
- Effectiveness of Proposer’s approach to transitioning activities from the incumbent contractor.

Corporate Experience and Staff Qualifications

- Proposer qualifications based on number of years in business, size, capabilities, specializations, education and work experience of key staff.
- Effectiveness of the proposed organization and staffing plan.
- Current and relevant knowledge, quality and depth of experience of the proposed staff, Account Management Team, and any other personnel considered key to the success of the project through completed and ongoing efforts similar in nature to this effort.
- Evidence that the Proposer has the current capabilities and can assure performance for each requirement.
- Demonstration of successful past experience, including Proposer and any subcontractor(s), that is similar to that necessary to perform services included in Section 2, Scope of Services with public entity accounts.
- Subcontractor qualifications and experience.

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

Cost Proposals for all Proposers will be evaluated and an absolute score calculated. Points will be assigned for cost using a calculation-based evaluation process, based on the costs from the pricing submitted by each Proposer on Attachment IX: Cost Proposal Template and Claims Re-pricing workbook. Claims Re-pricing workbook must be in Excel format. Instructions for claims re-pricing are included in Attachment X.

Each component of the Cost Proposal (i.e., Administrative Monthly Fee & Claims Re-Pricing) will be scored separately, resulting in two separate scores, one for the Administrative Monthly Fee and one for the Claims Repricing. The following methodology will be used to calculate each separate score.

1. The lowest cost Proposal will receive 100% of the available points for the cost component being scored.
2. Remaining Proposals for each component will receive points based on application of the following formula:

$$\text{Points per Component} = (\text{Cost of Lowest Cost Proposal for the Cost Component} / \text{Cost of Proposal Being Evaluated for the Cost Component}) * \text{Points for the Cost Component}.$$

Scores for the two (2) Cost components will be added together to determine the total Cost Proposal Score.

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 and report OGB's results on a quarterly basis. OGB shall have the ability to modify the performance

guarantees each Contract year. OGB, at its sole discretion, will allocate amounts at risk for performance guarantees, provided no more than thirty (30%) of the total amount at risk is allocated to one performance guarantee.

All guarantees must be reconciled annually and any penalties owed to OGB shall be paid automatically within ninety (90) days after the end of the calendar year. Implementation performance guarantees will be measured and reported within ninety (90) days after the agreed upon implementation date. Payment of any due and owing implementation performance penalty shall be paid within sixty (60) days of notification of the penalty to the Contractor.

Performance Guarantees: The Contractor will be subject to negotiated performance standards and those detailed in Attachment II: Scope of Services.

Audit: OGB reserves the right to audit performance guarantee reports on an annual basis. A third party may be utilized to perform this audit without limitation of the scope.

Measurement Periods: The first period to be measured shall be calendar year 2021 also known as January 1, 2021 through December 31, 2021. The second period will be for calendar year 2022, and the third period for calendar year 2023. The fourth period, subject to the renewal option, will be for calendar year 2024, and the fifth period, subject to the renewal option, will be for calendar year 2025. If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

Monitoring Plan:

The Contract Monitor 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 Monitor as specified in RFP Section 2, Scope of Services.
2. The Contract Monitor will ensure all scopes of services and deliverables are submitted timely and perform subsequent review and acceptance.
3. The Contract Monitor 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.

ATTACHMENT I: SAMPLE CONTRACT

On this ___ day of _____, 20___, the State of Louisiana, Office of Group Benefits, 1201 N. 3rd 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 Administrative Services Only (“ASO”) services to support certain self-funded plans offered by OGB. 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:

RFP, Section 2, Scope of Work/Services

RFP, Attachment II: Business Associate Addendum

RFP, Attachment IX: Cost Proposal Template

RFP, Attachment VII: Records Retention Schedule

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

1.3 GOALS AND OBJECTIVES

1. To fulfill OGB’s delegated responsibility to serve the State of Louisiana by managing the self-funded health plans while improving the quality of health for those served by OGB.
2. To provide quality, cost-effective healthcare services to Plan Participants.

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 Monitor. The OGB Contract Monitor is authorized to evaluate the Contractor’s performance against these criteria.

1.5 MONITORING PLAN

The Contract Monitor 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 Monitor as specified in RFP Section 2, Scope of Services.
2. The Contract Monitor will ensure all deliverables are submitted timely and perform subsequent review and acceptance.

3. The Contract Monitor 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 dedicated Account Executive, Implementation Manager, Operational Account Manager, Project Manager, Clinical Program Manager, Financial Analyst, Analytics and Data Lead, Privacy Officer, and Customer Service Manager. The Account Executive must have at least one (1) back-up staff member designated to handle the overall responsibility of OGB.
- 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, Plan Participant inquiries, issue resolution, reports, and other requested projects and deliverables. Contractor will provide an annual service cycle plan as well as an ongoing task log with timelines for all deliverables and weekly status update meetings in person or via teleconference.
- D. Quarterly Meetings.** All of the Account Management Team will attend all on-site quarterly meetings at OGB. The meetings shall be held no later than thirty (30) days following quarter end. The Account Management Team will provide for OGB approval a draft agenda at least ten (10) business days in advance of a meeting to allow changes to the agenda and a reasonable opportunity to prepare for the meeting. At minimum, during the quarterly meeting, the Account Management Team should discuss the following: goals, expectations, and priorities; review the quarterly report and other issues such as performance guarantees, quality assurance, operations, network status and access; benefit and program changes or enhancements; legislative issues; audits; cost trends; utilization; program outcomes; customer service issues; future goals and planning; and other issues reasonably related to the Contract.

- E. Minutes.** Within three (3) business days after any meeting, Contractor shall provide OGB with a detailed and well-documented draft of meeting minutes. OGB shall review and revise the draft minutes as appropriate and return to the Contractor. Final minutes must be provided within three (3) business days after receipt of the revised minutes from OGB. Minutes shall include a list of and description of all tasks and/or deliverables, identify the responsible party, and provide a projected delivery date.
- F. Documentation.** Contractor will maintain an ongoing process log that will document all benefit and system programming changes, which will be provided to OGB within five (5) business days of any change.
- G. 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, actuary, 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

Account Management Team – Contractor's staff assigned to OGB which shall include a Strategic Account Executive, Implementation Manager, Operational Account Manager, Project Manager, Clinical Program Manager, Financial Analyst, Data and Analytics Lead, Privacy Officer, and Customer Service Manager.

Alternate Recipient – the Primary Plan Participant(s) in a group health plan who is ordered under a medical support order to provide health insurance on behalf of a child.

Benefit Plan – the covered benefits provided to Plan Participants as defined by the Plan offered by OGB.

Claim(s) – the Covered Benefits Claims processed through an online Claims adjudication system or otherwise sent and processed by Contractor.

CMS – the Centers for Medicare and Medicaid Services.

COB – the Coordination of Benefits.

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

Covered Benefit(s) – health care services, products, or supplies made available as a covered benefit to Plan Participants as set forth in the respective Plan.

CSR – a Customer Service Representative.

EOB – an Explanation of Benefits.

HIPAA – the Health Insurance Portability and Accountability Act.

Identification Cards (“ID Cards”) – printed identification cards containing specific information about the Covered Benefits to which Plan Participants are entitled. All ID Cards shall have the applicable logo or other method, agreed upon by both parties in writing, of identifying the Contractor.

IVR - Interactive Voice Response, an automated telephony system that interacts with callers, gathers information and routes calls to the appropriate recipients.

MBI – Medicare Beneficiary Identifier.

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

OSP – Office of State Procurement.

PBM – the Pharmacy Benefit Manager.

Plan – OGB’s defined health benefit plan pursuant to which Covered Benefits are provided to Plan Participants.

Plan Participant(s) – individuals who are entitled to Covered Benefits through OGB as identified in the eligibility data file prepared, maintained and as determined by OGB, and delivered to the Contractor.

Primary Plan Participant(s) – the Plan Participant whose relationship with OGB or the employee/retiree governs the coverage under the Plan.

PPACA – the Patient Protection and Affordable Care Act.

Proposal – a response to a RFP.

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

RFP – a Request For Proposals.

Shall, Must, Will – a mandatory requirement.

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

3 ADMINISTRATIVE REQUIREMENTS

3.1 TERM OF CONTRACT

The term of any Contract resulting from this RFP shall begin on or about January 1, 2021, and is anticipated to end on December 31, 2023. With all proper approvals and concurrence with the successful Contractor, OGB may also exercise the option to extend the Contract for additional periods of time at the same rates, terms and conditions of the initial Contract term; such additional periods of time shall not exceed a total of twenty-four (24) months. 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 Monitor for this Contract who will provide oversight of the activities conducted hereunder. The assigned Contract Monitor 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.**

Claims Payments. OGB will not provide advance funding for payment of claims. The Contractor shall submit weekly invoices for reimbursement of claims no later than 12:00 p.m. CT on the established billing day, with an accompanying check register (claims disbursements) showing all paid claims and any other supporting documentation necessary to substantiate invoiced costs. Separate invoices shall be prepared with respect to claims for each Plan offering and shall identify on each invoice the portion applicable to active and retiree Plan Participants. Upon receipt and validation of each claims invoice, OGB shall wire the undisputed amount within two (2) business days of receipt. If the invoice(s) and electronic check register(s) do not reconcile, payment of the disputed amount will be made within two (2) business days of successful reconciliation. If OGB questions the amount, OGB will notify

the Contractor of its questions regarding said amount, and Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

Contractor may not suspend or fail to render claims payments within the timeframes provided by applicable law because of non-payment or late payment by OGB. Such payments by Contractor shall not constitute a waiver of any of Contractor's remedies with respect to non-payment. Should Contractor fail to make payments within the timeframes provided by applicable law, Contractor shall be liable to OGB for any penalties or fees that OGB may incur as a result of such inaction by Contractor.

Administrative Monthly Fees. Contractor will invoice OGB for all fees and charges earned by Contractor set forth in RFP Attachment IX: Cost Proposal Template, unless lower fees are negotiated, which will be reflected in a separate invoice. Upon receipt and validation of Contractor's invoice for administrative monthly fees, OGB shall pay undisputed fees by wire transfer within thirty (30) days of receipt. Administrative monthly fees will be charged the month following the month in which the service is provided. If OGB questions the amount, OGB will notify the Contractor of its questions regarding said amount, and Contractor shall make a reasonable effort to respond to such questions within five (5) business days. 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 administrative monthly fees.

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.

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 on a client-specific basis and report OGB's results on a quarterly basis. OGB shall have the ability to modify the performance guarantees each contract year. OGB, at its sole discretion, will allocate amounts at risk for performance guarantees, provided no more than thirty (30%) of the total amount at

risk is allocated to one performance guarantee. Contactor 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 automatically within ninety (90) days after the end of the calendar year. Implementation performance guarantees will be measured and reported within ninety (90) days after the agreed upon implementation date. Payment of any due and owing implementation performance penalty shall be paid within sixty (60) days of notification of the penalty to the Contractor.

Performance Guarantees: The Contractor will be subject to negotiated performance standards and those detailed in RFP Attachment II: Scope of Services.

Financial guarantees will be covered dollar for dollar on any shortfall with no limit to the amount at risk. Any surplus on financial guarantees will be retained 100% by OGB. In addition, the amount at risk will be the full value of the missed performance, not a calculation of OGB's net plan cost impact. All guarantees will be trued up individually, meaning no guarantees can be cross-subsidized (i.e., surplus on one guarantee offsetting other, etc.). This includes no cross-subsidization between delivery channels, or within a delivery channel. Note: retail and retail extended supply networks are considered separate delivery channels.

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 calendar year 2021 also known as January 1, 2021 through December 31, 2021. The second period will be for calendar year 2022, and the third period for calendar year 2023. The fourth period, subject to the renewal option, will be for calendar year 2024, and the fifth period, subject to the renewal option, will be for calendar year 2025. If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

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.

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 Monitor 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 <https://www.doa.la.gov/OTS/InformationSecurity/LA-InfoSecPolicy-v1.01.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 Monitor 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. If such a request for payment of reasonable legal fees and related expenses is made

pursuant to this Contract, Contractor and the OGB will, after the request for payment is made, engage in good faith negotiations to determine the amount of the payment.

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 designee. 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 as amended.

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

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor’s headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

4. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

5. **Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 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 premium.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. 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. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not 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 Agency 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 Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

- 1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
- 2. 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 within 30 days.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency 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 Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Office of Group Benefits, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, 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.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. 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, indemnify and hold the State of Louisiana, its

departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this 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 (19th) 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, and cause its subcontractors who perform key internal controls to 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 Service Organization Control (“SOC”) 1, Type II and/or SOC 2, Type II report resulting from an independent annual SSAE 18 engagement of the operations. The SSAE 18 engagement will be performed at least annually by an audit firm that will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. The audit firm that will conduct the SSAE 18 engagement will submit a final report on controls placed in operation for the project and include a detailed description of the audit firm’s tests of the operating effectiveness of controls. The Contractor shall supply the State with an exact copy of the SOC report resulting from the SSAE 18 engagement within the specified timeframe. Contractor shall also provide a bridge letter to OGB for the period of January 1-June 30 of the following independent assurance reporting period no later than July 31 of each calendar year. OGB will not sign a non-disclosure agreement in order to obtain any of the independent assurances referenced herein.

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:

[illegible]

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. 3rd 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 II, 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 laws, 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 PREFERRED CLIENT

OGB should be recognized as a preferred client relationship and should benefit from yearly pricing improvements provided to any other clients in Contractor's "book of business". Essentially, if Contractor offers better pricing to another client during the Contract term, OGB will benefit from the lesser pricing arrangement and receive the benefit of any offered enhancements.

28 CENTERS FOR MEDICARE AND MEDICAID SERVICES

Contractor shall make its books and records in connection with any Medicare business available to CMS and/or its designees in accordance with 42 CFR 423.504(d) and 42 CFR 423.505(d) and (e). In this regard, CMS and/or its designees shall have the right to audit, evaluate, and inspect any books, contracts, records, computer and/or other electronic systems, including medical records and documentation involving transactions related to the Plan and/or Medicare business provided under this Contract (including coverage costs, low income subsidies, and privacy and security of PHI and other personally identifiable information, enrollment and disenrollment) and any additional relevant information that CMS may require, and these rights shall continue for a period of ten (10) years, or longer if required by CMS, from the final date of the Contract period or from the date of completion of any audit, whichever is later. CMS and/or its designees shall have direct access (i.e., on-site access) to the Contractor, and the Contractor will make such books, records, computer and/or other electronic systems, directly available to CMS and/or its designee(s) for such inspection, evaluation, and audit.

29 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.

30 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any subcontractor, shall certify in writing 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: _____

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 _____, 20__ (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 six 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: _____

ATTACHMENT III: TECHNICAL QUESTIONNAIRE

I. General Background

1. Provide a copy of your most recent financial rating and complete the table provided below.

Rating Agency	Current Rating	Date of Rating	Prior Rating	Date of Rating
A.M. Best				
Dunn and Bradstreet				
Fitch				
Moody's				
Standard & Poor's				
Weiss				

2. Complete the following table with information reflecting your book of business with group plan administration:

Group Plan Administration	Total Number
Currently Administered	
Terminated in the Past 24 Months	
Currently Administered in Louisiana	
Terminated within the Past 24 Months in Louisiana	

3. Complete the following table with information reflecting your 2020 book of business with self-funded plans:

Plan Sponsor	Total Number of Clients	Total Covered Lives	Number of Paid Claims	Retention Rate
Commercial				
Government/Public Sector				

4. Provide a distribution of employer clients by number of Participants in the following categories on your entire current book of business.

Employer Size (Number of Employees/Retirees)	Number of Accounts	Number of Covered Lives	Number of Claims	Total Claim Dollars Paid Annually
Less than 1,000				
1,000 – 4,999				
5,000 – 9,999				
10,000 – 49,999				
50,000 – 99,999				
100,000 – 249,999				
250,000 or more				

5. Are you currently in the process of any system conversions (i.e. reporting tools, phone, website, etc.)? If yes, which systems and when is completion expected?
6. Provide the date (month and year) of the last major system revision (i.e. reporting tools including, phone, website, etc.), how long it took to implement, and describe the type of revision or enhancement to each system.
7. Are there any major changes, upgrades, or modifications of your systems scheduled in the next thirty-six (36) months? If yes, describe your product changes (i.e. enhancement, upgrades, etc.), processes and procedures, and implementation schedule.
8. List all entities or persons to which you intend to subcontract any work required under this Contract or utilize in connection with providing services to OGB. Subcontractors should include, but not be limited to, any third-party call center, service center, and/or claims processing unit.
9. Provide an overview of your top three (3) cost containment initiatives scheduled for implementation during the life of this proposed Contract that could align with OGB's population and Plan design. For each initiative, provide details on how the program works or will work, impact to the Plan Participant, and how OGB would benefit from this initiative.
10. Provide an overview and the resources assigned to the steps your organization takes to comply with HIPAA regulations. Identify the name and title of the individual within your organization responsible for HIPAA compliance. Provide details your organization plans to implement in the future to comply with HIPAA regulations.

11. Confirm that all employees in your organization have been HIPAA trained and trained how to report a HIPAA security incident or potential breach.
12. What is the latest date you would be comfortable beginning the implementation of OGB's business?
13. Confirm that you will accept eligibility files in OGB's standard format and will support any customized files at no additional cost.
14. Confirm that you will provide an implementation credit to OGB in the amount of \$250,000 to offset OGB's expenses associated with this RFP, transition, and ongoing services. These allowances may be used to fund implementation support provided by OGB or a third party.
15. Confirm that you will support a pre-implementation audit funded by the implementation credit.
16. Confirm that you will provide a full claims file feed to all vendors as requested by OGB at no additional cost and in the format specified by OGB.
17. Confirm that you will allow for implementation of new strategic and cost containment programs in each year of the Contract as they are developed and rolled out to other populations serviced by your organization.
18. What is the cure period allowed for late payments?
19. Confirm agreement with the following statement: OGB has the right to audit any data necessary to ensure your firm is complying with all Contract terms and performance guarantees.

II. **Account Management**

1. Is there a reporting system that is available to OGB for use via the Internet for standard and ad hoc reporting? If not, an allowance must be provided to establish a data warehouse.
2. Provide the name, title, and immediate superior of the Account Executive assigned to OGB and indicate how the organization evaluates the performance of this individual when considering compensation for the relevant period.
3. Provide the location of the office that will manage the OGB account.
4. Confirm that OGB will have the ability to request a change in any of the assigned personnel and teams based on unsatisfactory performance levels as determined by OGB. In addition, OGB will be provided the opportunity to interview any new team member(s).
5. Confirm that your entire Account Management Team will be in attendance (in person) at all quarterly OGB meetings unless an absence is pre-approved by OGB.

III. **Health Claims Administration**

1. Please provide the physical locations of the following, relevant to services proposed:
 - a. Main office or headquarters;
 - b. Account Management;
 - c. Claims administration – primary & secondary; and

- d. Data storage – primary & secondary.
- 2. Will you provide a dedicated (but not necessarily exclusive) claims processing unit? If yes, include details.
- 3. Describe your disaster recovery/ business continuity plan. Include description of back-up and restore processes and geographic location of disaster recovery/operations. Include your schedule and process for testing your plan. Also, provide last execution of full plan through testing or actual disaster event.
- 4. Does your claim processing system have the ability to accommodate and accurately process claims utilizing a multi-tiered network or special contracts negotiated by OGB?
- 5. Please describe the Quality Control process in place to regularly review accuracy of claims processing and enrollment/eligibility.
- 6. Please describe your Coordination of Benefits (COB) process. Can you duplicate the current COB process?
- 7. What is average turnaround time for claims processing?
- 8. What is average length of time from a network Provider submitting a charge to date of payment?
- 9. Describe your current fraud detection and prevention practices/programs with regard to providers and members, including but not limited to fraudulent claims submission.
- 10. Please describe your standard claims processing and request & receipt of funds process from the OGB. Confirm your organization maintains a system for tracking claims received, processing status, pending status, and member correspondence.
- 11. Please describe your standard administrative fee billing process.
- 12. Please provide your call center service hours for the following:
 - a. Providers;
 - b. Plan Participants;
 - c. Account Management; and
 - d. Nurse line.
- 13. Describe method of measuring Plan Participant satisfaction. Provide the results from your most recent Plan Participant satisfaction report.
- 14. Provide details regarding reporting capabilities. What is typically included in the monthly reports? Annual reports?
- 15. Please indicate if additional services may be provided that are not included in the proposed fee, and what the additional cost for each service would be.

IV. Population Health Management/Total Cost of Care Concepts

- 1. In your experience, describe the essential elements of a successful integrated Population Health Management program and how your programs demonstrate this. Include any cost savings or cost increases that occurred with integrated services in your experience.

2. What is the minimum lead-time needed for you to implement the proposed scope of services for the OGB's Population Health Management program? What is the recommended lead-time you would prefer? Are you willing to commit to implementing the proposed scope of services for the Population Health Management Program for the OGB within the minimum time-frame you stated if requested by the OGB? Will you put a portion of your fees at risk to ensure completion within that time? If so, what portion?
3. Which specific clinical health outcomes measures for our Plan Participants will be tracked? Please describe how and the method for reporting the outcomes data to OGB.
4. Describe any programs you have implemented that encourage Plan Participants to seek care from a Primary Care Physician (PCP).
5. Describe how you encourage Plan Participants to seek preventive care from a PCP. List those specific preventive services.
6. Describe how you encourage, or require, PCPs to follow up with Plan Participants to ensure they seek preventive services.
7. Describe how you encourage PCPs to improve access and health outcomes.
8. Describe how high risk Plan Participants are identified. Give an example of how high risk membership is placed in an appropriate program for improving health and disease compliance.
9. Describe how you use predictive modeling to identify employees with conditions that could worsen.
10. Provide example reporting of tracking Plan Participant cost by disease state over time.
11. Describe your ability to illustrate and to track a population's risk and cost over periods of time to determine if improvement is happening in either.
12. Describe how you evaluate access needs to determine where there are gaps in availability for Plan Participants and retirees by illness burden. Give an example of how an investment can solve an access problem where care is not available.
13. Are these programs part of your administration fee, or are they at additional cost? If additional cost, how do you measure and report the ROI for these programs?
14. Please describe any program you will offer that encourages improved quality of care by providers delivering services to our Plan Participants. How will it be measured? How will it produce cost savings?
15. Describe any cost containment programs you are proposing to reduce unnecessary cost associated with the lack of care coordination. How will the cost containment program improve quality and improve care coordination? How will the cost savings and quality improvement be measured?
16. Describe any quality and cost driven provider segmentation to identify which providers our employees should be steered to and from.
17. Please describe any centers of excellence networks and/or programs available to our Plan Participants.

18. Please describe any networks and/or programs that direct a Plan Participant toward a second opinion. How is the availability of the network and/or program communicated to the Plan Participant?
19. Please describe the provider quality information you will publish to our Plan Participants. How will that information be made available? How often is it updated?
20. Describe any provider cost transparency data or programs. How is this data delivered to Plan Participants? Please provide examples. How often is it updated?
21. Describe any products that utilize published transparency data and give examples of cost benefits and savings.
22. Describe methods used to provide Plan Participants alternative and more cost effective settings or providers when seeking care.
23. Describe methods used to steer Plan Participants to appropriate levels of care.
24. Do you have a patient advocacy program? If so, are there any limitations? Please describe staff and qualifications of patient advocacy program.
25. Please describe any actuarial, analytical service you will be providing with regard to health informatics (population health management). Describe the interaction with OGB and provide any sample reports.
26. Will Proposer pay for an independent health informatics (population health management) technology if OGB finds analytics capabilities insufficient?

V. Wellness Program

1. Please describe your most innovative wellness program offering. How many Plan Participants currently are under your program? What programs have worked best and what has not worked?
2. Is your wellness program owned or a partnership with third party?
3. Please describe how you charge for wellness services. Be as specific as possible.
4. How do you measure ROI? Please provide sample report and/or projection.
5. Do you offer 24/7 online Health Risk Assessment?
6. Can the wellness program be delivered through smartphone app?
7. Please provide detail regarding any wellness offerings available to the OGB that are not included in the proposed administrative monthly fee and provide details regarding the cost associated with each service. Will the wellness offerings be invoiced as a claim reimbursement? If so, what is the amount that will be invoiced for the wellness offerings?
8. Please outline ongoing communication support and coordination provided during and after initial program launch (i.e. dedicated or designated communication person(s), frequency of reviews, updates to communications).

VI. Customer Service

1. What facility will handle customer service for OGB's Plan Participants and where will it be located?

2. Will you provide OGB with a dedicated customer service unit and toll-free line (i.e. customer service representatives who will only handle calls from OGB Plan Participants)? How many call center representatives will be employed by the proposed call center for OGB? How many of these representatives will be dedicated to handling calls from OGB Plan Participants?
3. What will the hours of operation be for customer service provided to OGB's Plan Participants? How will customer service be handled after hours of operation (if hours of operation are not 24/7)?
4. What was the customer service representative turnover rate for the last calendar year for the facility and/or dedicated team you are proposing for OGB?
5. For the proposed customer service facility that will handle the OGB account, provide the following service statistics:

	Standard Metric	2018 Actual	2019 Actual	2020 Goal
Telephone average speed of answer				
Percentage of calls abandoned				
Average hold time to speak with a customer service representative				
Average hold time to speak with a pharmacist				
Average call time				
Average time for problem resolution from initial notification				
Percentage of problems resolved during first call/contact (Plan Participant does not need to call back)				

6. Confirm that you are willing to extend customer service hours for potential participants during OGB's annual enrollment period, special enrollments, and/or as requested by OGB. Provide the extended hours of operation proposed.
7. How are calls segmented (i.e. routing of inquiries by Plan, inquiries about claims, requests to identify network providers, generalized Plan Participant services questions, etc.)?
8. Please confirm call center multi-lingual support. What languages? What are the hours of the multi-lingual support?

9. What methodologies (i.e. silent call monitoring) are employed to monitor and control the quality of service provided?
10. Confirm that you will digitally record all customer service calls at no additional cost to OGB. How long are the recordings kept?
11. Provide a sample of the proposed OGB-specific management reports of telephone inquiry performance. General book of business statistics are not acceptable.
12. Do you offer a smartphone app to Plan Participants to order refills, locate pharmacies, etc.? In addition, confirm that your phone application will include the ability to check the price of a medication at both retail and mail order pharmacies.
13. Is your website available in languages other than English? If yes, please detail what languages are supported.
14. Do you have the ability to warm transfer calls to other vendors?
15. Will customer service representatives run test claims to assist with Plan Participant inquiries?

VII. Information Systems and Enrollment

1. Please describe your ability to provide a web based enrollment portal and its ability to integrate with other systems.
2. Please describe and provide examples of your Plan Participant web based portals and their capabilities for self service.
3. Please describe any other web based Plan Participant services you offer.
4. Please confirm that you will provide direct access into health informatics system for OGB to run analytics from OGB.

VIII. Overall Administration

1. Please confirm you are able to administer the plan designs as outlined in the plan information located on the following websites: www.bcbsla.com/ogb and <https://info.groupbenefits.org/>
 - a. Please include the cost to the OGB to eliminate any of the programs included in the proposal.
 - b. Please confirm the HDHP with HRA is administered as embedded (i.e. Plan Participant has service, claim is processed, if funds in HRA, then HRA will automatically pay without any intervention by the Plan Participant).
2. Detail what you will do to impact inpatient hospital admissions from the first day of admittance including your process involving the following:
 - a) How will you steer Plan Participants to the appropriate level of care – potentially reducing the length of stay in an acute facility or transferring Plan Participants from the Intensive Care Unit to lower levels of care?

- b) How many days at a time do you typically approve for an inpatient stay without additional documentation from the facility? Can you reduce this time to 1-2 days to stay actively engaged?
 - c) How will you help Plan Participants avoid readmissions after a hospital stay?
 - d) Describe the clinical and intervention resources that you will commit to work exclusively on the OGB.
- 3. Confirm that you will provide an allowance for an outside claims audit? Confirm that there is no expense for an outside claims audit performed by OGB or entity designated by OGB.
- 4. Describe your flexibility to customize payment arrangements/methodologies for claims process out-of-network.
- 5. Identify and comment on any major claim/eligibility/reporting system changes or upgrades planned in the next 12 to 24 months.
- 6. Please describe the means you deploy to obtain accurate contact information in the event that the OGB lacks a comprehensive or reliable set of phone numbers and other contact information for some Plan Participants.
- 7. Please confirm that, if requested by OGB, you will provide an individual to serve as an Onsite Implementation Resource.

IX. Specialty Pharmacy Management Capabilities

- 1. What solutions do you have to control prescription claims that are covered through the Medical plan?
- 2. Describe your Medical Pharmacy program and capabilities.
- 3. How long has your Medical Pharmacy program been available?
- 4. What medical benefit therapy classes/drugs are targeted in your medical pharmacy program?
- 5. Describe your process for pricing and billing claims under the medical benefit.
- 6. Do you offer any reimbursement management programs to shift site of service to the most cost effective setting? If yes, does a drug have to be managed through prior authorization to be included in the site of service program?
- 7. Please detail your Site of Service program? Do you offer both mandatory and voluntary options? What drugs/conditions are targeted?
- 8. On the mandatory versus voluntary program, what is the potential plan savings a client could expect to realize?
- 9. What therapy classes are in scope for your site of service program? How often are you adding new drugs/therapeutic classes?
- 10. Please provide your Site of Service criteria document.
- 11. What capabilities do you have related to rebates?
- 12. Will you agree to pass through 100% of all prescription rebates received by the medical plan? If not, why?
- 13. Describe your reporting capabilities around pharmacy cost management under the medical plan.

14. Are you willing to provide any reimbursement cap guarantees on drugs adjudicated through the medical plan? If no, why not and what can you do to ensure that providers aren't submitting claims with extraordinary margins?
15. Describe your process for adding newly approved specialty medications for coverage.
16. Is there a formulary in place that drives preferred products through the medical benefit?
17. Describe how you would coordinate with OGB's PBM concerning specialty drug management.
18. Please provide a detailed overview of your hemophilia program.

ATTACHMENT IV: DATA USE AGREEMENT FOR LIMITED DATA SET

This Data Use Agreement for a Limited Data Set (“Agreement”) is effective on the ____ day of _____, 2020 (“Effective Date”) by and between the State of Louisiana, Division of Administration, Office of Group Benefits (“OGB”), and _____ (“Recipient”), collectively, the “Parties”.

OGB is a COVERED ENTITY as defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated pursuant thereto (collectively, “HIPAA”); and OGB is providing Recipient with a Limited Data Set that may contain Protected Health Information (“PHI”) as defined in HIPAA, such that the Recipient may be a “LIMITED DATA SET RECIPIENT” as defined in HIPAA;

The Parties agree to the provisions of this Agreement in order to address the requirements of HIPAA and to protect the interests of both Parties.

1. **DEFINITIONS.** Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in HIPAA. In the event of any inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, as amended, the HIPAA provisions shall control. Where provisions of this Agreement are different from those provided in HIPAA, but are permitted by HIPAA, the provisions of this Agreement shall control.
2. **USE OR DISCLOSURE.** Recipient shall have the right to use and disclose all PHI provided to it by OGB for the Health Care Operations purposes as follows:
 - Data analysis essential to the formulation of Recipient’s proposal in response to the RFP for Administrative Services Only (“ASO”) Services for Self-Funded Health Plans issued by OGB on January 31, 2020.
3. **RESTRICTIONS ON USE.** Recipient agrees that it, and any employees, agents, vendors, and subcontractors to whom it discloses the PHI, will not use or further disclose the PHI other than as permitted by this Agreement, or as otherwise required by law or regulation. Recipient shall use appropriate administrative, physical, and technical safeguards to protect the PHI from misuse or inappropriate disclosure and to prevent any use or disclosure of the PHI other than as provided in this Agreement or as otherwise required by law or regulation. Recipient shall not attempt to identify the individuals to whom the PHI pertains, or attempt to contact such individuals.
4. **REPORTING.** Recipient shall immediately report to OGB’s HIPAA Compliance Director any security incident related to any use or disclosure of the PHI not authorized in this Agreement of which Recipient becomes aware. Recipient will take reasonable steps to limit any further such use or disclosure.
5. **TERMINATION.** This Agreement shall be effective on the Effective Date set forth above and shall continue as long as Recipient retains the data, unless otherwise terminated by applicable law or regulation. Recipient may terminate this Agreement by returning the PHI to OGB and certifying destruction of all copies in every form.

State of Louisiana
Office of Group Benefits

Recipient:

Proposer's Name

Address

City, State & Zip Code

By: _____
Signature

Tommy Teague
Printed Name

Chief Executive Officer
Title

Date

By: _____
Signature

Printed Name

Title

Date

ATTACHMENT V: PROVIDER NETWORK DISRUPTION

Submissions should include an appendix with a GeoAccess evaluation of the network offering:

Based on the census (or Plan Participant zip codes in the claim file) included in this Request for Proposal, provide a geo-access report of those providers participating within your Company's network that you are proposing. Please use the following parameters. Do not exclude participants not residing in a current service area.

<i>Provider Type</i>	<i>Criteria</i>
Hospitals	1 within 15 miles <i>(If there are no hospitals within 15 miles Proposer must indicate none available with the number 0)</i>
Providers 1. Primary Care 2. Pediatricians 3. OB/GYN 4. Specialists 5. Laboratories	2 providers for each of the 5 provider categories listed under the Provider Type column within 15 miles <i>(If there are no providers in a particular category within 15 miles Proposer must indicate none available with the number 0)</i>

In addition to the above, in the re-pricing file, you must indicate which providers are in and out of network.

NOTE: See references to Attachment V in Section 1.9 (E) and Section 3.1 for Approach and Methodology evaluation information.

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. Phone Number with area code:

()

D. Facsimile Number with area code:

()

E. US Mail Address:

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 certifies that, prior to the submission of this proposal, it has five (5) continuous years of experience providing and implementing medical claims administration with a group size of one hundred thousand (100,000) or more covered lives.
5. Proposer certifies by signing the certification statement that, if selected as the successful Proposer and prior to contract signing, it will be :
 - Authorized to transact business in the State of Louisiana
 - Licensed and authorized by the Louisiana Department of Insurance in accordance and in compliance with La. R.S. 22:1651.
6. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
7. Proposer's quote is valid for at least 180 calendar days from the date of Proposer's signature below;
8. Proposer accepts the performance guarantees and penalties offered in this proposal.
9. 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.
10. 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>.)

11. 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.
12. 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

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SS ARC 932 (01/12) L2014-020

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Indicate Use of Form

 X RENEWAL

REPLACEMENT PAGE
ADDENDUM PAGE

Reference

Post Office Box 94125, Baton Rouge, LA 70804						Page 1 of 7	
Agency No.		Agency / Division / Section		Division of Administration / Office of Group Benefits - Administration- HIPAA		Indicate Use of Form ORIGINAL SUBMISSION <u>X</u> RENEWAL REPLACEMENT PAGE ADDENDUM PAGE	
Item Number	Records Series Title	Retention Period			Security		Remarks
		In Office	In Storage	Total Retention	Archival	Vital	
1	Unit Audit Reports (Information Accuracy Checks)	ACT + 1 CY		ACT + 1 CY	M	S N I	ACT = until end of CY in which administrative need ends
2	Health Insurance Portability and Accountability Act Privacy and Security Policies and Procedures	ACT + 6 CY		ACT + 6 CY	M	S N I	ACT = until end of CY in which revised or superseded and agency ceases to operate
3	Notice of Privacy Practices	ACT + 6 CY		ACT + 6 CY	M	S N V	ACT = until the end of the CY created or received
4	HIPAA Compliance Documentation	ACT + 6 CY		ACT + 6 CY	M S	N V	ACT = until the end of the CY created or received

Permitted Retention Period Abbreviations:
 ACT - Active Period (when used define item in remarks column)
 FY - Fiscal Year (July 1 - June 30)
 AY - 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 - Days
 PERM - Permanent

State Records Center
 Agency Abbreviations

Agency Approval

Date Signed _____

Secretary of State, State Archives & Records Services

Date Approved _____

Records Retention Schedule

SS ARC 922 (01/12)

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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

[Signature]

12-30-14

[Signature]

Records Retention Schedule

Louisiana Secretary of State, Division of Archives, Records Management and History
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Remarks

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		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

Ve - 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

Louisiana Secretary of State, Division of Archives, Records Management and History

<http://www.sas-la.gov>

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REPLACEMENT PAGE

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Remarks

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Date Signed: _____

Secretary of State, State Archives & Records Services

Date Approved _____

Records Retention Schedule

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☒ RENEWAL

☐ REPLACEMENT PAGE

☐ ADDENDUM PAGE

Remarks

Agency No	Agency / Division / Section	Indicate Use of Form ORIGINAL SUBMISSION X RENEWAL REPLACEMENT PAGE APPENDUM PAGE										
Division of Administration / Office of Group Benefits/ Flexible Benefits and Imaging Services												
Item Number	Records Series Title	Retention Period			Security		Archival	State Records Center	Vital	Remarks		
		In Office	In Storage	Total Retention								
1	Health Claims (including supplemental claims)	ACT + 10 CY		ACT + 10 CY	C	S	N	V		ACT = until end of CY in which agency ceases to operate.		
2	Explanation of Benefits (EOBs)	ACT + 10 CY		ACT + 10 CY	C	S	N	V		ACT = until end of CY in which agency ceases to operate.		
3	Medical Records	ACT + 10 CY		ACT + 10 CY	C	S	N	V		ACT = until end of CY in which agency ceases to operate.		
4	Pre-determinations	ACT + 10 CY		ACT + 10 CY	C	S	N	V		ACT = until end of CY in which agency ceases to operate.		
5	Case Management	ACT + 10 CY		ACT + 10 CY	C	S	N	V		ACT = until end of CY in which agency ceases to operate.		
6	Medical Necessities	ACT + 10 CY		ACT + 10 CY	C	S	N	V		ACT = until end of CY in which agency ceases to operate.		
7	Paid-In Vouchers	ACT + 10 CY		ACT + 10 CY	C	S	N	V		ACT = until end of CY in which agency ceases to operate.		
8	Flexible Benefit Forms	ACT + 5 CY		ACT + 5 CY	C	S	N	V		ACT = until end of CY in which superseded, cancelled or revoked.		
9	Flexible Benefit Master File	ACT + 10 CY		ACT + 10 CY	C	S	N	V		ACT = until end of CY in which agency ceases to operate.		
Permitted Retention Period Abbreviations		Security Status Codes									State Records Center	Agency Abbreviations
ACT - Active Period (when used define term in remarks column)		P - Public Record									Use	
FY - Fiscal Year (July 1 - June 30)		M - May Contain Confidential Information									Y - Yes	
CY - Calendar Year (Jan 1 - Dec 31)		C - Confidential Information									N - No	
AY - Academic Year (Aug 1 - July 31)		Archival Processing Codes									Vital Record	
FFY - Federal Fiscal Year (Oct 1 - Sept 30)		A - Transfer to State Archives									Identification Code	
MO - Months WK - Week DY - Day(s)		R - Retain in Agency Archives									V= Vital	
PERM - Permanent		S - Review by State Archives									I = Important	
		O - Other (Specify in Remarks)									U= Useful	

Agency Approval

Date Signed

Secretary of State, State Archives & Records Services

Date Approved

[Signature]

12-18-14

Casey Martin

12/18/14

Records Retention Schedule

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Http://www.sos.la.gov

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Page 6 of 7	Indicate Use of Form ORIGINAL SUBMISSION X RENEWAL REPLACEMENT PAGE ADDENDUM PAGE Remarks
		In Office	In Storage	Total Retention						
1	Eligibility Records for Life and Health Insurance	ACT + 3 CY	PERM	PERM	M	R	N	V		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	V		
3	Hospital Audits, Statistical Reports and Work papers	ACT + 10 CY		ACT + 10 CY	M	S	N	I		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	V		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	I		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	I		ACT = until end of CY in which report is run.
7	Reviews (Medical and Chiropractic)	ACT + 10 CY		ACT + 10 CY	C	S	N	I		ACT = until end of CY in which agency ceases to exist.

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 - Days
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

SS ARC 932 (01/12)

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

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Medicinal Uses of Fennel

X RENEWAL

REPLACEMENT PAGE

ADDENDUM PAGE

References

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.ia.gov>

SS AFIC 1328 (U1112)

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Indicate Use of Form

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REPLACEMENT PAGE

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Remarks

[illegible]

Agency Approval:

Date Signed _____

Secretary of State, State Archives & Records Services

David A. Harbo

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.gov¹, 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 series² 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 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>.

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

² 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.

ATTACHMENT IX: COST PROPOSAL

Instructions: Complete all tables in the section using the formats provided. An Excel cost proposal workbook including the cost components of the Cost Proposal (I. Administrative Monthly Fee and II. Claims Re-pricing) will be provided with transmission of the redacted claims data for purposes of Proposal preparation. **It is Proposer's responsibility to timely request redacted claims data by submitting Attachment IV: Data Use Agreement for Limited Data Set by the specified deadline in the Schedule of Events.**

All pricing must be fully burdened and inclusive of all Contract costs and expenses and meet the requirements set forth below. **Note: Representations made by the Proposer in the responses provided below will become contractual obligations that must be met during the Contract term, unless lower costs are negotiated.**

I. Administrative Monthly Fee (100 Points)

List all services and/or programs that are included in the administrative cost and list its respective pricing in the table provided below. Additional rows may be added below if necessary.

Administrative Cost Proposal	
List Services/Programs Proposed	Cost of Services/Programs Proposed Per Primary Plan Participant Per Month
Total Administrative Monthly Fee	\$

II. Claims Re-Pricing Cost (250 Points)

Proposer must provide re-pricing information and network indicators for each claim line and send the results to OGB on a USB in Excel format, as provided in Attachment X: Claims Re-pricing.

Note: The redacted claims data will be provided to the respective entity upon timely receipt by OGB of a signed Data Use Agreement for Limited Data Set Form included in Attachment IV. An Excel workbook will be provided with the transmission of the redacted claims data for purposes of Proposal preparation. All responses must be prepared and submitted using the Excel workbook provided. OGB will not accept requests for this data after 4 pm CT, February 14, 2020.

ATTACHMENT X: CLAIMS RE-PRICING

Each Proposer who timely requests redacted claims data by submitting Attachment IV: Data Use Agreement for Limited Data Set by the specified deadline will receive an electronic record containing redacted claims incurred by OGB Plan Participants.

For the medical claims file, line-by-line claims data will be provided. The Proposer must provide re-pricing information and network indicators for each claim line and send the results to OGB on a USB. The proposer must provide the claims re-pricing in Excel format.

MEDICAL:

Each claim line will be provided with four (4) additional fields to be populated by the Proposer. The first field is an indicator that the proposer should fill in to identify if the provider is in-network, participating non-network and out-of-network or non-participating providers based on your contracted network. (Example values for this field could be: In-Network, Participating, Non-Participating.)

The second field indicates whether the Proposer is able to re-price the claim. It should be coded as follows:

- “Y”: Able to re-price or
- “N”: Not able to re-price.

The third field is to contain the allowed amount which must be determined, using your provider contractual arrangements, as follows:

If the provider is:

- In-network: Allowed amount = applicable current contracted amount;
- Non-network, but participating: If you have an existing contractual discount arrangement that will protect the plan participant from balance billing, allowed amount = contractual discount arrangement;
- Out-of-network: If you have no existing contractual discount arrangement that will protect the plan participant from balance billing, allowed amount = billed charge;
- Your response should include no \$0.00 allowed amount at the total claim level.

The final field is the “Comment” field. For all occurrences where *Able to Reprice* is coded as “N”, the Proposer MUST provide an explanation in the “Comment” field as to why the claim could not be re-priced. For the re-priced claim lines, the Proposer should identify the name of the network being used for the re-pricing (for example, Open Access, Choice POS II, etc.).

When submitting the re-pricing data with your proposal, all four fields must be completed for each claim line. Your initial submission must be complete. **Evaluation will be based upon the common line-by-line claim re-pricing allowed amount.**

To ensure consistent treatment among bidding Proposers, the only claims to be considered for evaluation are those that are common to all bidding Proposers.

The line-by-line claims re-pricing cost, in conjunction with the administrative monthly fee, will be used to calculate the Cost Proposal Score points using the formula specified in Section 3.1 Evaluation and Review.

OGB/State reserves the right to contact any Proposer to obtain clarification for the claims re-pricing and network disruption portion of the technical and cost evaluation as necessary.

ATTACHMENT XI: PLAN DESIGNS

Information regarding OGB's self-funded health plans offered is provided at the websites below.

<https://info.groupbenefits.org/health-plans/>

Pelican HSA

<https://www.bcbsla.com/ogb/pelican-hsa-775-active-employees>

Pelican HRA

<https://www.bcbsla.com/ogb/pelican-hra-1000>

<https://www.bcbsla.com/ogb/pelican-hra-1000-medicare-retirees>

<https://www.bcbsla.com/ogb/pelican-hra-1000-non-medicare-retirees>

Magnolia Local

<https://www.bcbsla.com/ogb/magnolia-local-active-and-non-medicare-retirees>

<https://www.bcbsla.com/ogb/magnolia-local-medicare-retirees>

<https://www.bcbsla.com/ogb/magnolia-local-medicare-retirees-prior-to-march-2015>

<https://www.bcbsla.com/ogb/magnolia-local-non-medicare-retirees-prior-to-march-2015>

Magnolia Local Plus

<https://www.bcbsla.com/ogb/magnolia-local-plus-active-and-non-medicare-retirees>

<https://www.bcbsla.com/ogb/magnolia-local-plus-medicare-retirees>

<https://www.bcbsla.com/ogb/magnolia-local-plus-medicare-retirees-prior-to-march-2015>

<https://www.bcbsla.com/ogb/magnolia-local-plus-non-medicare-retirees-prior-to-march-2015>

Magnolia Open Access

<https://www.bcbsla.com/ogb/magnolia-open-access-active-and-non-medicare-retirees>

<https://www.bcbsla.com/ogb/magnolia-open-access-medicare-retirees>

<https://www.bcbsla.com/ogb/magnolia-open-access-medicare-retirees-prior-to-march-2015>

<https://www.bcbsla.com/ogb/magnolia-open-access-non-medicare-retirees-prior-to-march-2015>