

# **REQUEST FOR PROPOSALS**

**FOR**

## **ACTUARIAL AND CONSULTING SERVICES**



**RFP #:3000020078**

**Proposal Due Date/Time: November 9, 2022 / 4:00PM CST**

**State of Louisiana  
Office of Group Benefits**

**October 7, 2022**

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# **REQUEST FOR PROPOSAL FOR ACTUARIAL AND CONSULTING SERVICES**

## **PART 1: ADMINISTRATIVE AND GENERAL INFORMATION**

### **1.1 Purpose**

The State of Louisiana, Office of Group Benefits (hereinafter “OGB” or the “State”), requests Proposals from qualified Proposers who are interested in providing actuarial services and consulting services to facilitate administration and management of the health, life, and other benefits programs offered by OGB.

The general information contained in this Request for Proposals (hereinafter “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 health, life, and other benefits programs to more than 240,000 active and retired State of Louisiana employees and their dependents, as well as the employees and dependents of other government entities that have elected to participate in the OGB plan of benefits. Offered benefits currently include health insurance, which includes prescription drug coverage, flexible spending arrangement options, 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). For pharmacy benefits, OGB currently contracts with Express Scripts, Inc., for a carved-out pharmacy program for the OGB’s self-funded health plans other than the Pelican HSA 775 plan. Currently, pharmacy benefits for the Pelican HSA 775 plan are administered through Express Scripts, Inc. as a subcontractor of Blue Cross and Blue Shield of Louisiana.

OGB currently offers two fully-insured life insurance plans which are currently administered through The Prudential Insurance Company of America. The participating employers pay half of the life insurance premium for covered employees and retirees through OGB, while employees/retirees are responsible for 100% of dependent life premiums. Additional health and life insurance plan and flexible spending arrangement offering information can be found by accessing <http://www.groupbenefits.org/>.

For fiscal year 2022, OGB has actuarially-projected expenditures of \$1,555,637,044 in health, life, and flexible benefit program expenses and \$66,067,984 in third party administrative costs. While OGB’s health plans have experienced increases in trends and utilization over the past couple of years, OGB continues to analyze its experience and make necessary adjustments to contain any cost increases whenever possible. Actuarial services are instrumental in supporting OGB’s continued business operations (i.e., benefit development, rate setting, risk adjustment determinations, strategic planning, vendor audits, etc.).

### 1.3 Goals and Objectives

1. To assist OGB in providing health, life, and other benefits programs that are actuarially cost effective.
2. To establish a contract with a qualified actuarial firm that possesses the knowledge, skill, experience, and credentials necessary to assist OGB in administration and management of its health, life, and other benefits programs.

### 1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about February 1, 2023 and is anticipated to end on December 31, 2025. Upon award, the State shall have the right to contract for up to thirty-five (35) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, OGB may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms, and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-five (35) month term, prior approval by appropriate oversight bodies shall be obtained. Such written evidence of approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 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

|  |   |
|--|---|
| Actuarial Errors                               | Actuarial Errors means actual-minus-expected. The term has been in the guidance and standard usage long enough that it clearly means just what it is: deviation from assumed.   |
| Agency   | Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation. |
| Contract Monitor                               | The OGB Group Benefits Administrator or designee, who will monitor the services and performance provided by the Contractor and the expenditure of funds.  |
| Contractor                                     | Any person having a contract with a governmental body; the selected Proposer.   |
| Discussions                                    | For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.  |
| DOA  | Division of Administration  |
| Employer Group Waiver Plans (EGWP)             | Employer Group Waiver Plans (EGWPs), also known as employer retiree health plans are offered by OGB to its retiree population.  |
| Electronic Protected Health Information (ePHI) | Electronic protected health information (ePHI) is protected health information (PHI) that is produced, saved, transferred or received in an electronic form.  |

|   |  |
|---|--|
| FSA   | Fellow of the Society of Actuaries.  |
| Governmental Accounting Standards Board (GASB) 75           | Accounting and financial reporting for employers sponsoring OPEB plans; addresses postemployment benefits other than pensions (other post-employment benefits or OPEB).  |
| HIPAA   | Health Insurance Portability and Accountability Act.   |
| JLCB  | Joint Legislative Committee on the Budget.   |
| MAAA  | Member of the American Academy of Actuaries.   |
| May and Can   | The terms “may” and “can” denote an advisory or permissible action.  |
| Medicare Part D   | Medicare Part D, also called the Medicare Prescription Drug Benefit, is an optional United States federal-government program to help Medicare beneficiaries pay for self-administered prescription drugs.  |
| Medication Therapy Management (MTM)                         | Medication therapy management (MTM) is a distinct service or group of services that optimizes drug therapy with the intent of improved therapeutic outcomes for individual patients.   |
| Must  | The term “must” denotes mandatory requirements.  |
| Office of Statewide Reporting & Accounting Policy (“OSRAP”) | The Office of Statewide Reporting and Accounting Policy is a service and control agency established within the Division of Administration to perform the following functions: Prepare and publish the Comprehensive Annual Financial Report of the state of Louisiana and other statewide reports, interim reports to the Federal government, and other reporting as mandated by the Commissioner of Administration. |
| OGB CEO   | The Office of Group Benefits Chief Executive Officer.  |
| OGB   | The Office of Group Benefits<br>1201 North Third Street<br>Claiborne Building, Suite G-159<br>Baton Rouge, LA 70802  |
| Other Post-Employment Benefit (“OPEB”)                      | Other postemployment benefits (or OPEBs) is a term used to describe the benefits that an employee begins to receive at the start of their retirement. These benefits do not include the pension paid to the retired employee. "Other postemployment benefits" were originally intended to be an important source of supplemental coverage for people on Medicare.  |
| OSP   | Office of State Procurement  |
| Pharmacy Benefit Manager (“PBM”)                            | Pharmacy Benefit Manager (PBM) is a third-party administrator of prescription drug programs for OGB’s self-funded health plans.  |
| Proposer  | A firm or individual who responds to this RFP.   |
| RFP   | Request for Proposal   |
| Shall and Will  | The terms “shall” and “will” denote mandatory requirements.  |
| Should  | The term “should” denotes a desirable action.  |
| State   | The term “State” shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.   |
| Using Agency  | The term “Using Agency” shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.   |

## 1.6 Schedule of Events

| <b>Event</b>  | <b>Date</b>                               |
|---|---|
| RFP advertised in newspapers and post to LaPac  | October 7, 2022                           |
| Deadline for receipt of written inquiries   | October 14, 2022                          |
| Deadline to answer written inquiries  | October 28, 2022                          |
| Deadline for receipt of proposals   | November 9, 2022                          |
| ALL PROPOSALS SHALL REMAIN SEALED UNTIL THE DATE AND TIME LISTED.                     |   |
| Presentations & Discussions (if applicable)   | Time, Date, and Location To Be Determined |
| Notice of Intent to award announcement, and 14-day protest period begins, on or about | To Be Determined                          |
| Contract execution, on or about   | February 1, 2023                          |

**NOTE: OGB reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.**

## 1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a Proposal containing the mandatory information specified in the section. The Proposal must be received in hard copy (printed) version by the OGB RFP Coordinator on or before the date and time specified in the Schedule of Events. Facsimile ("FAX") 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:

### Actuarial Services RFP

#### Proposer's Name

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

OGB RFP Coordinator  
Office of Group Benefits  
1201 North Third Street  
Claiborne Building, Suite G-159  
Baton Rouge, LA 70802

The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for receipt of proposal. Proposals received after the deadline will not be considered. **Proposers are hereby advised that the U.S. Postal Service does not make deliveries to OGB's physical location.**



## 1.8 Qualifications for Proposer

### 1.8.1 Mandatory Qualifications:

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

- Authorized to transact business in the State of Louisiana;
- Seven (7) continuous years of experience providing actuarial services to at least two (2) other public self-funded health and other benefits plans (not including the State of Louisiana, Office of Group Benefits) having at least 50,000 employees/retirees in the United States. The Proposer should include client name, address, industry, contact person, title, telephone number, and client email address along with a brief narrative of the services provided for each cited project; and
- Primary actuary who will perform work under the contract resulting from this RFP must be a current member of American Academy of Actuaries (MAAA) <http://www.actuary.org/>, a Fellow of the Society of Actuaries (**FSA**) <https://www.soa.org>, fully compliant with all eligibility and continuing education requirements, and possess at least seven (7) years of experience in the field of health benefits.

Each Proposer must include documentation demonstrating its compliance with the mandatory qualifications referenced above in its Proposal submission. Proposers should clearly describe their ability to **exceed** the qualifications described in section 1.8.1- Mandatory Qualifications for Proposers.

### 1.8.2 Desirable Qualifications:

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals.

- Expert(s) in pharmacy benefits with the ability to evaluate and discuss formularies, rebates, plan designs, and all other pharmacy benefit matters in a language that is easily **understood**;
- Experience providing testimony before legislative and administrative bodies;
- Ability to discuss actuarial theory, the basis for assumptions, and all other actuarial matters in language that is easily understood; and
- Substantial knowledge of actuarial methods and techniques as applied to health and life insurance premium development and analysis.
- Present a valid and successful SOC 2, Type 2 report; or if the Proposer does not have a valid SOC 2 Type 2 report, Proposer will present the Third-Party Security Information Questionnaire, as provided in Attachment IX: Third Party Security Information Questionnaire.

Each Proposer should include documentation demonstrating its compliance with the desirable qualifications referenced above in its Proposal submission. Proposers should clearly describe their ability to **exceed** the qualifications described in section 1.8.2- Desirable Qualifications for Proposer.

## 1.9 Proposal Response Format

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

### **1.9.1 Cover Letter**

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

### **1.9.2 Table of Contents**

The proposal should be organized in the order contained below.

### **1.9.3 Executive Summary**

This section serves to introduce the scope of the Proposal. It shall include administrative information including, Proposer contact name and phone number, and the stipulation that the Proposal is valid for a time period of at least ninety (90) calendar days from the date of submission. This section should also include the following: 1) A summary of the Proposer's qualifications and ability to meet the OGB's overall requirements in the timeframes set by OGB; 2) Confirmation that the Proposer has not had a record of substandard work within the past five (5) years; 3) Indicate whether the Proposer has, in force, insurance coverage that meets the requirements specified in Section 1.32, 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 that the Proposer has not engaged and/or been prosecuted for any unethical practices within the past five (5) years.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment II. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment II, Business Associate Addenda, Attachment III, and Teachers' Retirement System of Louisiana (TRSL) Confidentiality Agreement, Attachment V, and submit whatever exceptions or exact contract modifications that its firm may seek. Other entities serviced by OGB's health, life, and other benefits program may request that the successful Proposer enter into a confidentiality agreement or other similar agreement as relates to the sharing of certain data needed to perform actuarial analysis throughout the term of the contract. 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 deviation(s). Negotiations may begin with the announcement of the selected Proposer.

### **1.9.4 Company Background and Experience**

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of the last three (3) years of financial statements, preferably audited and/or reviewed by an Independent Certified Public Accountant (CPA),

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 provide narratives of specific projects completed in other states or for corporate and governmental entities that offer public self-funded health and welfare plans to at least 50,000 employees/retirees, including recommendations accepted by the respective clients, with references for each cited project including client name, address,

industry, size of active and retired membership, years serviced, contact person and title, telephone number, and email address. Also, include the number of years Proposer has provided the services requested in this RFP, the current number of actuaries on staff, the primary markets served, relevant licenses and/or certifications held by the Proposer, and any other experience or characteristics of the Proposer which would be relevant in evaluating your experience to perform the proposed services.

**OGB/State may consider any relevant information about any Proposer known to OGB including any non-compliance actions.**

Proposer should provide a listing of any and all notices of deficiency, cease and desists, notice of termination for cause, litigation and/or arbitration related to the performance of actuarial services within the State of Louisiana and the status or outcome of the matter that has occurred or was in any way ongoing within the past five (5) years. This includes current/on-going performance that is complete to 70% or greater.

### **1.9.5 Approach and Methodology**

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

The Proposer should:

- Describe its understanding of the nature of the Scope of Services and how its Proposal will best meet the needs of OGB.
- Provide a proposed project work plan that includes implementation plans that fully detail all tasks necessary to begin performance of the contract on February 1, 2023, 12:00 am CST, IT/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.
- Provide a work sample that includes an executive summary and information from a recent actuarial valuation or report.
- Describe the forecasting methodology that will be used to perform the services set forth in this RFP.
- Define its approach for defining system and data security in relation to the claims data provided by OGB and/or its benefit administrators.
- 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”).

### **1.9.6 Proposed Staff Qualifications**

The Proposer should provide detailed information about the experience and qualifications as it relates to the proposed role of the Proposer’s project manager, primary actuary, and any other personnel considered key to the success of the project. The project manager will provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and supervision of Contractor employees and subcontractors.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their availability for periodic on-site meetings at OGB, as described in Task (8) of Section 2.2 Task and Services. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Proposers should clearly describe their ability to exceed the qualifications described in sections 1.8.1- Mandatory and 1.8.2- Desirable Qualifications for Proposer.

### **1.9.7 Veteran and Hudson Initiative Programs Participation**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's 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.

If 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 its subcontracting plan in good faith, 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:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_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.

### **1.9.8 Cost Proposal**

The Proposer shall provide the total cost, including but not limited to travel and project expenses, for providing all services described in the RFP. All cost information must be provided using Attachment VI, Cost Proposal Template.

Each cost component (i.e., Maximum Monthly Fee and Best Value per 100 Hours) will be scored separately. For the maximum monthly fee, the proposed monthly fee will be used to determine the cost for this component. For the Best Value per 100 Hours, the Proposer must include the staff member name, position title, hourly rate, and percentage of hours each staff member will typically work per 100 hours to provide the services described in this RFP.

Scores for the two (2) cost components will be added together to determine the total Cost Proposal Score. OGB requires the same rate(s) for the entire contract term and any option period; provided, Contractor may decrease rates from year to year by contract amendment but not increase. **Note: The**

**cost approach (maximum monthly fee or Best Value per 100 hours) determined to be most cost effective will be included in the resulting contract.**

#### **1.9.9 Certification Statement**

The Proposer must sign and submit Attachment I, the Certification Statement.

#### **1.9.10 Outsourcing of Key Internal Controls:**

Proposer shall provide information regarding the organization's last internal controls and security audit, to include a SOC 2, Type II report resulting from its most recent Statement on Standards for Attestation Engagements (SSAE 18) audit. As an alternative to having successfully completed a SOC 2 Type II audit, the Proposer shall complete the State's Third Party Information Security Questionnaire at the link provided in Attachment VIII. Any cost associated with completing the SOC 2 Type II audit, the State's questionnaire, or the remediation resulting from an identified risk shall be borne by the Proposer.

The State requires all vendors that will house any of the State's confidential or restricted data offsite, to present and undergo a review of a valid and successful SOC 2, Type II report. If a vendor does not have a valid SOC 2 Type II report, then the vendor must complete the OTS Information Security Third-Party Questionnaire, located at the link provided in Attachment IX, and undergo a successful review, prior to housing any of the State's confidential or restricted data offsite.

The results of the SSAE 18 audit and/or State's Third Party Information Security Questionnaire will be evaluated under the Corporate Background and Experience.

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

OGB requests the number of Proposal copies specified in Section 1.11 Technical and Cost Proposal be submitted to the OGB RFP Coordinator at the address specified.

At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

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

OGB requests **the** following for hardcopy proposals:

- One (1) original (clearly marked "Original") and seven (7) numbered copies of the technical proposal. **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**".

- One (1) original of the **Financial Information**, per Section 1.9.4 Company Background and Experience.
- Two (2) **Electronic Redacted Versions Technical Proposal**, per Section 1.13 - Confidential Information, Trade Secrets, and Proprietary Information.
- One (1) **Electronic Copy** of the technical proposal, cost proposal, and redacted technical proposal (if applicable) on a USB flash drive.

The proposal shall contain original signatures, electronic signatures, or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:I.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal will be retained for incorporation into any contract resulting from this RFP.

## 1.12 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response 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 also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

## 1.13 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. 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 public 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 must 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 should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY.” The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. 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 must 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 attorney’s fees) the State and hold the State harmless against all actions 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, or 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 records.

## **1.14 Proposal Clarifications Prior to Submittal**

### **1.14.1 Pre-proposal Conference**

Not required for this RFP.



### **1.14.2 Proposer Inquiries**

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

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

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

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?quest_user=self_reg).

Help scripts are available on OSP website under vendor center at:  
<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

### **1.14.3 Blackout Period**

The blackout period is a specified period of time during a competitive, sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may 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, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives 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 Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process;
- 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 include 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.

### **1.15 Error and Omissions in Proposal**

OGB/State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

### **1.16 Changes, Addenda, Withdrawals**

OGB/State 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 <https://www.cfpd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

### **1.17 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 withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the OGB RFP coordinator identified in the RFP.

### **1.18 Waiver of Administrative Informalities**

OGB/State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

### **1.19 Proposal Rejection/RFP Cancellation**

Issuance of this RFP in no way shall constitute a commitment by OGB/State to award a contract. OGB/State shall reserve 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 the State's best interest.

## **1.20 Ownership of Proposal**

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

## **1.21 Cost of Offer 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 shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

## **1.22 Taxes**

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with 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 the contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to OGB 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 the contract by the Office of State Procurement. OGB 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.

## **1.23 Determination of Responsibility**

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The 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 by presenting acceptable evidence of the above to perform the contracted services.

## **1.24 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 and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor, if requested by OGB/State. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with OGB/State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of OGB/State.

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

OGB/State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet OGB's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

## **1.26 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.

## **1.27 Evaluation and Selection**

The evaluation of proposals will be accomplished by an evaluation team, to be designated by OGB/State, which will determine the proposal most advantageous to the State, taking into consideration price 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.

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

OGB/State 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 Proposer(s) selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist OGB/State in clarifying the scope of work or to obtain the most cost effective pricing available.

**The written invitation to participate in BAFO will not obligate OGB/State to a commitment to enter into a contract.**

### **1.29 Contract Award and Execution**

OGB/State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. OGB/State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer shall be expected to enter into a contract, Business Associate Addenda, and Teachers' Retirement System of Louisiana (TRSL) Confidentiality Agreement that is substantially the same as the Sample Contract, Attachment II, Business Associate Addenda, Attachment III, and TRSL Confidentiality Agreement, Attachment V. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds twenty (20) business days, or if the selected Proposer fails to sign the final contract 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.

### **1.30 Notice of Intent to Award**

The Evaluation Team shall compile the scores and make a recommendation to OGB's CEO on the basis of the responsive and responsible Proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with a summary of scores, and a narrative justifying selection 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 to the Chief Procurement Officer within fourteen (14) calendar days after OGB/State issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

### **1.31 Right to Prohibit Award**

In accordance with the provisions of 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 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.

### **1.32 Insurance Requirements for Contractors**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

#### **1.32.1 Contractor's 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. The cost of such insurance shall be included in the total contract amount.

#### **1.32.2 Minimum Scope and Limits of Insurance**

##### **1.32.2.1 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.

##### **1.32.2.2 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.

##### **1.32.2.3 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 \$5,000,000. 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 the contract. It shall provide coverage for the duration of the 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.

#### **1.32.2.4 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.

#### **1.32.2.5 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 \$10,000,000. 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 the contract. It shall provide coverage for the duration of the 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.

### **1.32.3 Deductibles and Self-Insured Retentions**

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

### **1.32.4 Other Insurance Provisions**

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

#### **1.32.4.1 Commercial General Liability and Automobile Liability**

OGB/State, 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 OGB/State.

The Contractor's insurance shall be primary as respects OGB/State, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by OGB/State shall be excess and non-contributory of the Contractor's insurance.

#### **1.32.4.2 Workers Compensation and Employers Liability Coverage**

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

#### **1.32.4.3 All Coverages**

All policies must be endorsed to require 30 days written notice of cancellation to OGB/State. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify OGB/State of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of OGB/State to require proof of compliance, or OGB/State's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the OGB/State for payment of premiums or for assessments under any form of the policies.

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

#### **1.32.5 Acceptability of Insurers**

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.

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.

#### **1.32.6 Verification of Coverage**

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

The Certificate Holder shall be listed as follows:

State of Louisiana  
Office of Group Benefits, Its Officers, Agents, Employees and Volunteers  
1201 N. Third Street, Baton Rouge, LA, 70802  
Project or Contract #: Actuarial Services contract

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



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

#### **1.32.7 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. OGB/State reserves the right to request copies of subcontractor's Certificates at any time.

#### **1.32.8 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 the contract.

#### **1.33 Duty To Defend**

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

#### **1.34 Liability and Indemnification**

##### **1.34.1 Contractor Liability**

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

### **1.34.2 Force Majeure**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

### **1.34.3 Indemnification**

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

### **1.34.4 Intellectual Property Indemnification**

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product,

material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

#### **1.34.5 Limitations of Liability**

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

#### **1.34.6 Other Remedies**

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

### **1.35 Payment**

In consideration of the services required by the contract, OGB/the State hereby agrees to pay to Contractor a maximum fee to be determined after contract award and negotiation for work performed during the term of the contract. This fee is inclusive of travel and all contract-related expenses. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Sections 2.3 Deliverable and 2.4 Technical requirements (as applicable). Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice. Contractor will submit detailed (itemized invoice showing line item costs incurred) monthly invoices due on the 20<sup>th</sup> of each month documenting the activities performed and the status of outstanding deliverables. These shall be reimbursed at the approved billable rate or monthly rate established from the Contractor's Proposal. These rates shall be used for the duration of the Contract. Payment will be made only after OGB Group Benefits Administrator or designee approves the invoice for payment. The State will make every reasonable effort to make payments of undisputed amounts within thirty (30) calendar days of an approved invoice that falls under a valid contract. **No payments will be made by OGB on banking or State holidays.**

#### **1.35.1 Electronic Vendor Payment Solutions**

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment III: Electronic Vendor Payment Solution for additional information regarding electronic payment methods and registration.

## **1.36 Termination**

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

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

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

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

The State may terminate the Contract at any time without penalty by giving at least 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 to OGB's satisfaction.

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

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

## **1.37 Assignment**

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the 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 or transfer shall be furnished promptly to the State.

### **1.38 Right to Audit**

The State legislative auditor, federal auditors and internal auditors of the Office of Group Benefits, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working 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 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 invoices, if any.

### **1.39 Civil Rights Compliance**

The 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 Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, 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 the contract.

### **1.40 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

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

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's 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, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

#### **1.42 Contract Modifications**

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

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

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in its proposal.

#### **1.44 Governing Law**

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

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

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

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

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

#### **1.47 Corporate Requirements**

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to La. R. S. 12:301-302 from the Louisiana's 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's Secretary of State.

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

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

## **1.49 Security**

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.

### **1.49.1 CYBERSECURITY TRAINING**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

## PART 2: SCOPE OF WORK/SERVICES

### 2.1 Scope of Work

Contractor shall provide competent and qualified staff to work on the scope of services under the Contract. All non-actuaries must work under the supervision of the primary actuary to perform actuarial-related tasks and/or services.

### 2.2 Task and Services

The Contractor will be responsible for successfully transitioning (in conjunction with OGB and the incumbent contractor) to being the Contractor responsible for completing all required services. Other entities serviced by OGB's health and welfare program may request that the Contractor enter into a confidentiality agreement or other similar agreement as it relates to the sharing of certain data needed to perform the services described herein.

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

The Contractor shall perform the following tasks and services:

#### Task (1): Implementation/Transition of Services

- Work with OGB and incumbent contractor to transfer competencies and operational expertise.
- Possess appropriate software and/or system(s) to accept electronic claims data from the health plan third-party medical claims administrator, pharmacy benefits manager and/or any other vendor specified by OGB.
- 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. 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** <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>. **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.**

- Ensure successful and timely completion of all tasks necessary to begin performance of the Contract.

### **Task (2): Projections**

- Prepare forecasts of expected claims, develop overall health and pharmacy trends, estimate incurred but not reported ("IBNR") amounts to assure OGB has established adequate reserves each fiscal and calendar year and estimate the present value of current reserves for claims.
- As required, model plan costs and be prepared to: 1) Aggregate and sort data into meaningful analysis categories for the purposes of assessing total health plan costs as well as employer and employee contributions; 2) Provide actuarially-based projections for plan alternatives under variable enrollment assumptions, contribution strategies and benefit design changes; and/or 3) Evaluate the cost impact of changes in plan design and recommend cost-saving changes.
- Analyze the impact of the Patient Protection and Affordable Care Act, the American Health Care Act, proposed legislation at state or federal level, or any such proposed or actual comparable or replacement Act on health plan costs and benefit requirements.
- Monitor actual income and expenses against projections and advise OGB of any significant variations. Contractor will also advise OGB on the establishment of alternate mechanisms to equalize the risks and/or costs among the plans offered.
- Prepare cost projections for annual premium rate adjustments and/or fiscal impact of benefit modifications.

### **Task (3): Premium Rate Setting**

- Develop actuarially-sound rates for health plan benefits and alternative plan options annually.
- Review the adequacy of contribution rates in relation to all expenses of the health plan.
- Provide assistance concerning the health plan rate-setting methodology to OGB as necessary. Assistance includes, but may not be limited to, statistical data analysis and litigation support if it involves rates or rate setting. All reports and rate setting methodologies are subject to approval by OGB.
- Assist in answering any and all rate-related questions.
- Calculate rates for all classes of coverage and rate tiers for employees, retirees, and COBRA beneficiaries using the contribution allocations authorized by law.
- Provide actuarial consultation on pharmacy plan and utilization and formulary.
- Incorporate federal and state law requirements, including but not limited to those required by the Patient Protection and Affordable Care Act as well as any other applicable proposed or final federal laws and regulations, into health plan rates, and assist OGB in reporting and reconciliation of such requirements.
- Provide premium risk rates for entities seeking to join OGB initially and for subsequent participating years, as needed. If necessary, develop separate premiums for incoming entities if risk rating does not warrant use of current OGB premiums.

#### **Task (4): Risk Adjustments**

- Assist in the development and ongoing implementation of a risk adjustment methodology for measuring and tracking the health of the population over periods of time.
- Develop initial individual risk scores based on the health recipients using the diagnostic data captured within the relevant claims and encounter data.
- Develop risk plan scores based on the individual risk scores and enrollment data to develop risk plan scores by looking at enrollment data to determine what the plan participation is.
- Provide periodic updates of risk adjustments.

#### **Task (5): Data Quality**

- Perform reasonable reliability and validity checks not requiring an audit on all health rate development data provided by OGB and its benefit administrators. Contractor will work directly with OGB and its benefit administrators to collect the data and provide guidance to assist in resolving any reliability and validity problems identified.
- Provide an actuarial analysis of claims encounter data collected from OGB and/or its benefit administrators.
- Evaluate and validate the completeness of encounter data for risk adjustment calculation purposes.

#### **Task (6): Audits**

- Perform annual performance audits of selected contractors deliverables as defined by OGB, to include, but not limited to: 1) Rebates – review and compare estimated and the minimum rebate guarantee to the actual paid amounts to OGB; 2) Network – review actual reimbursements against contractual discounts; 3) Claims – review actual claims paid and compare to the benefit plan to ensure benefits are paid according to the plan design; and 4) Performance Guarantees – review performance guarantee deliverables upon OGB's request to ensure vendor compliance with specific contract terms.
- Perform audits of OGB's compliance with HIPAA, as requested by OGB, on a frequency no greater than annually, to include but not limited to: 1) review and evaluation of and recommendations for OGB's HIPAA Privacy and Security Policies; 2) perform a HIPAA security risk analysis of OGB; 3) review and evaluate HIPAA training materials and provided any suggested changes; 4) provide a one-time HIPAA training presentation to OGB staff, and submit a document containing any updates if the HIPAA laws changes on an annual basis; 5) review and evaluate HIPAA-related correspondence and notices issued by OGB; and 6) HIPAA reporting.

#### **Task (7): Reporting**

- Prepare quarterly Medical Expense Review (MER) reporting that details cost trends within the plan(s), identifies the causes, and provides detailed financial analysis of each recommended corresponding corrective action. Corrective actions by the actuary shall be made available within fifteen (15) calendar days of such request. Additionally, MER reporting shall consist of detailed spending trend and run rate details by health care delivery service line.
- Prepare an Other Post-Employment Benefit ("OPEB") valuation in accordance with Governmental Accounting Standards Board (GASB) 75 and any other liability disclosures as necessary. This includes, but is not limited to, the valuation for the net OPEB obligation, deferred inflow and

outflow of resources related to OPEB, the valuation information required for the GASB 75 note disclosures, and required supplemental information. The reporting format must be approved by the Office of Statewide Reporting & Accounting Policy ("OSRAP").

- Provide reports, data sets, analysis, and documents relevant to the rate-setting process and calculations in the format(s) specified by OGB at the time of request. Contractor shall be required to accept and process electronic documents and files in the electronic media format(s) specified by OGB.
- Review pending legislation and provide fiscal and operational impact reporting. To the extent possible, the fiscal and operational impact reporting should include commentary on the impact of the proposed legislation on the administration of the self-funded health plans. Typically, this type of analysis must be completed within forty-eight (48) hours of request.
- Develop and provide ad hoc reports as deemed necessary by OGB.

#### **Task (8): Participation in Meetings and Work Groups**

- Attend up to twelve (12) board meetings annually in Baton Rouge, Louisiana.
- Participate in legislative committees meetings, estimating conferences, and/or any other meetings requested by OGB. Meetings may be scheduled on very short notice and will be onsite in Baton Rouge, Louisiana.
- Be available by phone daily Monday through Friday between the hours of 7:30 AM and 6:00 PM CST to discuss actuarial matters and any other pressing issues. If requested by OGB, Contractor must be available within forty-eight (48) hours in person to discuss actuarial matters and any other pressing issues.
- Be available in person within forty-eight (48) hours of such request, seven (7) days a week, during any State Legislative Session to discuss and testify on actuarial matters and any other pressing issues.

#### **Task (9): Procurement**

- Assist OGB in the development of documentation needed for competitive procurements, benefit designs, contracts, return on investment ("ROI") projections, budget projections for new programs and existing programs, in accordance with applicable law and regulations.
- Analyze financial data (i.e., calculation of discount savings and rebates, claims re-pricing, etc.), benefit designs, and/or network disruption submitted in response to competitive procurements and for market checks.
- Assist OGB with implementing new vendors as necessary.

#### **Task (10): Pharmacy Benefit Manager Consulting Services**

- Provide expertise to OGB regarding PBMs and managing OGB's PBM.
- Provide advisory opinions regarding pharmacy benefit manager ("PBM") industry, including but not limited to, traditional, non-traditional, and fiduciary PBMs.
- Provide expertise on specialty pharmacy management strategies.
- Provide expertise on plan design modeling and provide recommendations on OGB's plan design, including but not limited to changes in the plan design.
- Provide pharmacy program audits and oversight as requested by OGB.
- Provide expertise on Medicare Part D and EGWP.

- Provide support to OGB in monitoring and evaluating its PBM, PBM contract, and PBM performance as requested. This includes, but is not limited to, providing advice and meaningful recommendations when reviewing reports from the PBM, providing training in reconciling invoices if requested, analyzing OGB's pharmaceutical spend and providing meaningful feedback of cost-savings measures for OGB to implement.
- As requested by OGB when performing OGB's PBM vendor Claims and Rebate audit, execute the PBM vendor's form of confidentiality agreement prior to performance of any audit functions.
- Assist OGB with implementing pharmacy benefit manager contract(s), as necessary. Contractor will oversee the entire implementation process for implementing the OGB pharmacy benefit manager contract(s), this includes the following, but is not limited to:
  - Implementation Management Services for Commercial and EGWP;
    - Coordinate and participate in kick-off meetings with PBM and OGB;
    - Coordinate and participate in calls and meetings;
    - Work with OGB and PBM to establish Plan Design set-up;
    - Manage plan design document development with PBM which will require OGB final sign off;
    - Work through eligibility and enrollment issue resolutions;
    - Assist with PBM transition and related implementation issues, as necessary;
    - Evaluation and comparison of PBM's clinical/utilization management programs, including recommendations;
    - Handle OGB's customization requirements;
    - Review of Audit Group's pre-implementation audit report;
    - Performance guarantee finalization and report template development
    - Accumulator oversight;
    - Assist in set up of clinical program;
    - Conduct detailed clinical review and provide recommendations which would include counsel on the following:
      - Formulary disruption mitigation,
      - Rebate impact,
      - Retail network disruption mitigation, and
      - Medication therapy management (MTM) review.
    - Participation in meeting with audit group and OGB to discuss pre-implementation audit findings and next steps;
    - Post-implementation follow-up with PBM and OGB.
    - Review and provide input into PBM's implementation plan to ensure that it meets OGB's needs;
    - Advise OGB on best-practices and assist with set up of ongoing financial reconciliation processes;
    - Address CMS required processes and communications, as necessary;
    - If applicable, work with OGB communications on announcement/transition letters and communications plan;
    - Provide report customization;
    - If applicable, work with OGB communications on announcement/transition letters and communications plan;
    - Assist in separate Open Enrollment mailing explaining process and describing post-enrollment materials required by CMS: Review and edit OGB's communications to add EGWP specific language;

- Review, edit, and customize PBM's generated communications, many of which are Medicare Part D required documents; and
- Develop customized communications in addition to those required by CMS.
- Perform pre-implementation audit of both Commercial and EGWP Plans to independently verify that pricing and other PBM contract terms have been implemented correctly into the PBM's system.

### **Task (11) HIPAA Services**

- Provide HIPAA compliance training and materials, support services, and executable files with unlimited licenses, submitted in the format designated by OGB, for use by OGB.
- Provide HIPAA compliance services.
- Provide HIPAA Operational Review services, including review of OGB's current HIPAA Privacy and Security documents and/or existing practices for the current group health plan administrations. Additionally, the Contractor will perform the following:
  - Develop a project plan that is mutually agreed upon by OGB and Contractor that includes the key tasks and deliverables, responsible parties time frame for completion, status of tasks, and important notes;
  - Schedule and participate in interviews and assessments with OGB/State key stakeholders, as appropriate. These include a kick-off call, a discovery interview, and a results call.
  - Submit a document request to OGB for documentation, logs, and other materials needed to perform the Operational Review.
  - Compare actual administrative, technical, and physical practices and safeguards to stated HIPAA Privacy and Security policies and procedures.
  - Contractor will utilize a small but strategic sampling of documents and questions referenced in the HHS audit protocol as part of the analysis.
  - The foundation for the Operational Review will be existing HIPAA Privacy and Security policies and procedures.
- Provide updated HIPAA training on an annual basis regarding the Privacy and Security rules and breach notification rules. The training covers the HIPAA privacy rule, HIPAA security rule, and breach notification rule and offers best practices for safeguarding PHI/ePHI. The training will be customized as requested by OGB. This training is required for all workforce members that work with PHI/ePHI or during onboarding for any new employee that has access to PHI/ePHI. The training will provide practical suggestions for compliance and leading practices in managing data security in day-to-day operations.
- Conduct an annual risk/threat analysis to identify threats and vulnerabilities, likelihood of threat occurrence, estimated cost (the cost/impact if the threat were to occur ranging from "negligible" to "very high"), and mitigating controls, including identification of high-risk threats and high-risk applications/systems. Recommendations will be provided relating to documenting and lowering any threats identified as high risk to acceptable levels.

### **Task (12) General Services**

- Evaluate OGB's compliance with the Patient Protection and Affordable Care Act and any other applicable proposed and final federal and state laws and regulations.

- Provide actuarial opinions and testimony on reimbursement methodology and benefit plans that have actuarial value in accordance with the principles and guidelines of the American Academy of Actuaries.
- Provide annual innovative strategic recommendations on plan administration and plan design to mitigate rising costs and maintain member value.
- Provide rate certification, benchmark letters, and related documents as prescribed by OGB.
- Provide supporting documentation, formulas, explanations, and offer mechanisms to verify the accuracy of analyses, reporting, and/or tasks performed as requested by OGB.
- Provide electronic file conversion assistance to OGB/State when OGB implements a new contract, as necessary.
- Work with any successor appointed by OGB to successfully transition all non-proprietary data, methodologies, documentation, and ongoing projects.
- Provide other related assistance as requested by OGB.
- Provide on-site or virtual training for health and PBM weekly claims file review to OGB's staff.

## 2.3 Deliverables

The Contractor shall provide the following deliverables:

- Prepare and submit an assessment report of OGB's plans within thirty (30) calendar days of the effective date of the contract and as requested by OGB thereafter. The format and content of report are subject to OGB's approval.
- Prepare and submit Medical Expense Review (MER) reporting that details cost trends within the plan(s), identifies the causes, and provides detailed financial analysis of each recommended, corresponding corrective action within thirty (30) calendar days after the close of each quarter. Additionally, MER reporting shall also consist of detailed spending trend and run rate details by health care delivery service line. Corrective actions shall be made available within fifteen (15) calendar days of such request.
- Prepare and submit rates for all classes of coverage and rate tiers for employees, retirees, and COBRA beneficiaries using the contribution allocations authorized by law within the timeframe specified by OGB at the time of request.
- Contractor and its subcontractors performing key delegated functions shall each supply OGB with a copy of the annual Service Organization Control (SOC 2), Type II report resulting from SSAE 18 engagement or Third Party Information Security Questionnaire no later than September 30 of each calendar year.
- Conduct an annual OGB satisfaction survey and report results to OGB within thirty (30) calendar days after the end of each calendar year.
- Prepare and submit an OPEB valuation in accordance with Governmental Accounting Standards Board (GASB) 75 within one hundred fifty (150) calendar days after the close of each calendar year.
- Prepare and submit an Excel spreadsheet listing the OPEB liability, the related OPEB deferred inflows, deferred outflows, OPEB expense, and other related OPEB accounts by agency within one hundred fifty (150) calendar days after the close of each calendar year. The reporting format must be approved by OSRAP.
- Develop and submit a transition plan to OGB ninety (90) calendar days prior to the scheduled termination date of the contract unless OGB advises otherwise.

- Prepare and submit the respective audit report for each annual performance audit conducted for OGB's benefit administrators and/or any other selected contractor(s) as defined by OGB within thirty (30) days of completion of said audit.
- Prepare and submit to OGB an actuarial certification, which states that current state and federal laws, rules, and regulations regarding rate setting were complied with (as necessary) and include a detailed description of the rate setting methodology, including all necessary assurances, explanations, and any other materials as requested.
- Provide written notice to OGB of an actuarial error included in any deliverable submissions, work products, etc., within twenty-four (24) hours after the Contractor's discovery. The notice shall include a detailed description of the error, including its scope and severity, along with a corresponding corrective action plan.
- Provide written disclosure to OGB of any arrangements that Contractor has with PBM vendors, as requested by OGB.
- Develop and provide ad hoc reports, analyses, and any other supporting documents within the timeframe specified by OGB at the time of request.
- Provide pre-implementation audit report for PBM contract implementation, as necessary.
- Provide HIPAA compliance materials.
- For the HIPAA Operational Review, the Contractor will document findings and provide reasonable confirmations of best practices to OGB or identify where improvements can be made. All findings will be documented in a report that will be delivered to OGB.
- For HIPAA Workforce Training, the Contractor will supply executable files with unlimited licenses, submitted in the format designated by OGB, for use by OGB. Executable files for the high-level and detailed training will include any necessary OGB customization. The executable files will be submitted to OGB on an annual basis.
- For the HIPAA Risk/Threat Analysis, the Contractor will supply the completed risk/threat analysis report for the each calendar year. The report will contain an executive summary, assumptions, and the actual scored risk/threat analysis within the report for each ePHI inventoried application, and if applicable, PHI will be included in the report as well. The report will be as mutually agreed upon by OGB and the Contractor.
- Provide updated HIPAA security report, as necessary.
- Provide HIPAA policy and security policies and procedure manuals and updates to same upon request.
- Provide a HIPAA gap analysis and report on an annual basis.
- Provide a HIPAA work plan with suggested gap remediation steps for OGB.

## **2.4 Performance Guarantees**

The following performance guarantees are the minimum acceptable standards for the contract. These metrics shall be reported quarterly and reconciled on an annual basis unless another time period is agreed to between OGB and Contractor. If Contractor fails to achieve the standards set forth below, penalties, as described below, will be assessed, and at OGB's discretion, may be applied as credits against to the immediately following Contractor invoices.

| Performance Measure    | Performance Standard  | Performance Guarantee<br>(Amount or Percent of<br>Contract Value at Risk<br>Annually)   |
|------------------------|---|---|
| Independent Assurances | Contractor shall supply OGB with an exact copy of the SOC 2 and/or type II audit report resulting from the SSAE 18 engagement or the State's Third Party Information Security Questionnaire beginning September 30, 2023, and each calendar year thereafter.  | \$1,000 per day   |
| Actuarial Errors       | At OGB's discretion, for each occurrence of a significant actuarial error (i.e., risk adjustment, rate certification, etc.) for the monetary penalties set forth. Monetary penalties shall escalate by occurrence over the term of this contract. Any penalty assessed shall not constitute a cap and shall not limit the liability of Contractor under the contract. | <u>Occurrences 1-2:</u><br>4% of annual administrative fee penalty assessment at risk per error<br><u>Occurrences 3-4:</u><br>8% of annual administrative fee penalty assessment at risk per error<br><u>Occurrence 5 and beyond:</u> 15% of annual administrative fee penalty assessment at risk t per error |

## 2.5 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. 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.**  
<http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>. **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.**

## **2.6 Project Requirements**

OGB will designate an OGB Contract Monitor to the contract that will serve as the primary point of contact for the Contractor. The Contractor shall be the single point of contact for all subcontract work.

## PART 3: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following. The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

| Criteria  | Maximum Score |
|---|---------------|
| Company Background and Experience   | 10            |
| Approach and Methodology  | 25            |
| Proposed Staff Qualifications   | 10            |
| Pharmacy Benefit Manager Consulting Services  | 13            |
| Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"><li>Up to 10 points available for Hudson-certified Proposers;</li><li>Up to 12 points available for Veteran-certified Proposers;</li><li>If no Veteran-certified Proposers, those two points are not awarded.</li></ul> See Section 3.2 for details. | 12            |
| Cost  | 30            |
| <b>TOTAL SCORE</b>  | <b>100</b>    |

Proposer must receive a minimum score of **29 points (50%)** of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

### **Corporate Background and Experience**

- Effectiveness of the proposed organization.
- Evidence that the organization has the current capabilities and can assure performance for this requirement.
- Results of the organization's last internal controls and security audit included in the SOC 2, Type II report submission and/or the State's Third Party Information Security Questionnaire.
- 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.

### **Approach and Methodology**

- Demonstrated effectiveness of Proposer's approach and methodology to performing the various services outlined in Section 2, Scope of Services.
- Ability to address anticipated problem areas, creativity and feasibility of solutions to problems, and future integration of new procedures and technology.
- Effectiveness of Proposer's approach to transitioning activities from the incumbent contractor.
- Quality, depth, and completeness of the project work plan.
- Understanding of the work, including a thoroughness shown in understanding the objectives of the Scope of Services (Section 2) and specific services and planned execution of the project.

## **Staff Qualifications**

- Effectiveness of the proposed staffing plan.
- Current and relevant knowledge, quality and depth of experience of the project manager, primary actuary, and any other personnel considered key to the success of the project through completed and ongoing efforts similar in nature to this effort.

## **Pharmacy Benefit Manager Consulting Services**

- Demonstrated effectiveness of Proposer's Pharmacy Benefit Manager consulting services.
- Evidence of the organization's expertise on pharmacy benefit management.

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

### **3.1 Cost Evaluation**

The Proposer with the lowest total cost shall receive 40 points. Other Proposers shall receive cost points based upon the following formula. Points will be assigned for cost using a calculation-based evaluation process based on the cost (inclusive of travel and all contract-related expenses) submitted by each Proposer on the Attachment VI: Cost Proposal Template.

Each cost component (i.e., Maximum Monthly Fee and Best Value per 100 Hours) of the Cost Proposal will be scored separately using the following methodology:

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

$$CCS = (LPC/TCP \times 40)$$

Where:            CCS = Computed Cost Score (points) for Proposer being evaluated  
                      LPC = Lowest Proposed Cost of all Proposers  
                      TCP = Total Cost of Proposer being evaluated

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

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

- A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small

entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

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

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. A detailed description of the work to be performed; and
- iii. The anticipated dollar value of the subcontract for the three-year contract term.

**Note** – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the State is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

## **PART 4: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

See Section 2, Scope of Services.

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

#### **4.2.1 Performance Measures/Evaluation:**

Contractor agrees to provide its operational performance guarantees, (see Section 2.4 Performance Guarantees), on an OGB-specific basis where applicable, and report OGB's results on a quarterly basis. OGB shall have the ability to modify the performance guarantees each Contract year, with the agreement of Contractor; however, five percent (5%) of the fees payable under the Contract will remain at risk, and the guarantees also expose Contractor to per day and per occurrence credits for certain actions or inactions.

All guarantees must be reconciled annually and any credits owed to OGB shall be applied as set forth in Attachment I below.

**Performance Guarantees:** The Contractor will be subject to performance standards detailed in Section 2.2 - Performance Guarantees.

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

**Measurement Periods:** The first period to be measured shall be February 1, 2023, through December 31, 2023. The second period will be for calendar year 2024, and the third period for calendar year 2025. The fourth period, subject to the renewal option, will be for calendar year 2026, and the fifth period, subject to the renewal option, will be for calendar year 2027. 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.

#### **4.2.2 Monitoring Plan:**

The Contract Monitor will be the OGB Group Benefits Administrator or his/her designee, 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 and 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.

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.

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## ATTACHMENT I: CERTIFICATION STATEMENT

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

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

- A. Official Contact Name: \_\_\_\_\_  
B. E-mail Address: \_\_\_\_\_  
C. Facsimile Number with area code: (     ) \_\_\_\_\_  
D. US Mail Address: \_\_\_\_\_

Proposer shall certify that the above information is true and shall grant 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 shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. 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;
  - Have seven (7) continuous years of experience providing actuarial services to at least two (2) other public self-funded health, life, and other benefits plans (not including the State of Louisiana, Office of Group Benefits) having at least 50,000 employees/retirees in the United States. The Proposer should include client name, address, industry, contact person, title, telephone number, and client email address along with a brief narrative of the services provided for each cited project; and
  - Provide a primary actuary who will perform work under the contract resulting from this RFP must be a current member of American Academy of Actuaries (MAAA) <http://www.actuary.org/>, a Fellow of the Society of Actuaries (FSA) <https://www.soa.org>, fully compliant with all eligibility and continuing education requirements, and possess seven (7) years of experience in the field of health benefits.
4. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
5. Proposer's quote shall be valid for at least 90 calendar days from the date of proposer's signature below;
6. Proposer understands that if selected as the successful Proposer, he/she will have twenty (20) business days in which to complete contract negotiations, if any, and ten (10) business days from the date of delivery of final contract to execute the final contract document.
7. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
8. 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 R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
9. 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. OGB 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.

10. Proposer certifies and agrees that the following information is correct: 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.

11. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or

Authorized Representative \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

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

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

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

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_



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## ATTACHMENT II: SAMPLE CONTRACT CONTRACT BETWEEN STATE OF LOUISIANA

**NAME OF DEPARTMENT/AGENCY**

Office of Group Benefits ("OGB")

AND

**CONTRACTOR NAME**

[Click here to enter the Contractor name](#)

**CONTRACT NUMBER (LAGOV)**

[Click here to enter the contract number](#)

**TYPE OF SERVICES TO BE PROVIDED**

PROFESSIONAL SERVICES ☒ CONSULTING SERVICES ☐ SOCIAL SERVICES ☐  
PERSONAL SERVICES ☐

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**CONTRACTOR (Legal Name if Corporation)  
ID NUMBER**

[Click here to enter the Contractor  
FEIN](#)

**FEDERAL EMPLOYER TAX**

[Click here to enter the Contractor's](#)

**STATE LDR ACCOUNT #**

[Click here to enter the State LDR](#)

[Account Number](#)

**STREET ADDRESS**

[Click here to enter the Contractor's street address  
telephone number](#)

**TELEPHONE NUMBER**

[Click here to enter the Contractor's](#)

**CITY** [Click here to enter the Contractor's city](#) **STATE** [Click here to enter the Contractor's state](#)  
**ZIP CODE** [Click here to enter the Contractor's zip code](#)

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### 1 TERM OF CONTRACT

This Contract shall begin on February 1, 2023 and shall end on December 31, 2025. OGB has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence of the Contractor, OGB may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-five (35) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such 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.

## **2 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of \$ \_\_\_\_\_, over multiple years as follows: February 1, 2023 to December 31, 2023; January 1, 2024 to December 31, 2024; January 1, 2025 to December 31, 2025. Payments are predicated upon successful completion of the services described in *Description of Services* and acceptance of deliverables described in *Acceptance of Deliverables*; receipt of an invoice; and written approval of the OGB Group Benefits Administrator or designee. This fee is inclusive of travel and all contract-related expenses.

OGB shall make every reasonable effort to make payments within thirty (30) days of receiving an invoice.

## **3 PROHIBITION AGAINST ADVANCE PAYMENTS**

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

## **4 GOALS AND OBJECTIVES**

1. To assist OGB in providing health, life, and other benefits programs that are actuarially cost effective.
2. To establish a contract with a qualified person/firm that possesses the knowledge, skill, experience, and credentials necessary to assist OGB in administration and management of its health, life, and other benefits programs.

## **5 DESCRIPTION OF SERVICES**

Contractor agrees to furnish services to OGB as specified in this Section and in any attachments. A full description of the scope of services is contained in the following documents, which are made a part of this Contract:

- Statement of Work
- Contractor Personnel and Other Resources
- State Furnished Resources

### **5.1 CONCISE DESCRIPTION OF SERVICES**

[Contractor] shall provide actuarial services in support of plan options offered by OGB. These services shall include, at a minimum, all services specified in Section 5.2 and the attachments referenced therein.

### **5.2 STATEMENT OF SERVICES**

Contractor agrees to furnish services to OGB as specified in this Section and in any attachments. The Statement of Work consists of the following and/or any subsequent addendum:

- |                 |   |
|-----------------|---|
| Attachment I:   | See RFP Section 2, Scope of Work/Services   |
| Attachment II:  | See RFP Attachment III, Business Associate Addendum                               |
| Attachment III: | See RFP Attachment V, TRSL Confidentiality Agreement                              |
| Attachment IV:  | See RFP Attachment VI, Cost Proposal Template                                     |
| Attachment V:   | See RFP Attachment VII, Records Retention Schedule                                |
| Attachment VI:  | See RFP Attachment VIII, Imaging System Survey Compliance and Records Destruction |

Attachment VIII: See RFP Attachment IX, Third Party Security Information Questionnaire  
Attachment IX: See RFP Section 1.32, Insurance Requirements for Contractors

### 5.3 DELIVERABLES

The Contract will be considered complete when Contractor has delivered and OGB has accepted all deliverables specified in the Statement of Work.

### 5.4 ACCEPTANCE OF DELIVERABLES

Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

- A. *General.* The OGB shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in OGB-approved documents.
- B. *Submittal and Review.* Contractor shall provide written notification to the Contract Monitor or designee that a Deliverable is completed, and available for review and acceptance.

Upon Contractor's written notification, the Contract Monitor or designee shall review the Deliverable within ten (10) business days. Within this period, the Contract Monitor or designee shall direct the appropriate review process; coordinate any review outside the Project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

- C. *Acceptance or Rejection.* A Deliverable shall be considered accepted unless, within the ten (10) business days, the Contract Monitor or designee notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.
- D. *Resubmitting Deliverables.* Contractor shall provide written notification to the Contract Monitor or designee when the Contractor resubmits a Deliverable for acceptance. The Contract Monitor or designee shall review the resubmitted Deliverable within five (5) business days. A resubmitted Deliverable shall be considered accepted unless, within this period, the Contract Monitor or designee notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or OGB/State determines that the Contractor has breached the Contract and places the Contractor in default.

### 5.5 TERMS OF PAYMENT

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of OGB, payments are to be made as follows:

Contractor will submit detailed (itemized invoice showing line item costs incurred) monthly invoices due on the 20<sup>th</sup> of each month documenting the activities performed and the status of outstanding deliverables. These shall be reimbursed at the approved billable rate or monthly rate established from the Contractor's Proposal. These rates shall be used for the duration of the Contract. Payment will be

made only after OGB Group Benefits Administrator or designee approves the invoice for payment. The State will make every reasonable effort to make payments of undisputed amounts within thirty (30) calendar days of an approved invoice that falls under a valid contract. **No payments will be made by OGB on banking or State holidays.**

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the Contract.

## **5.6 PAYMENT WILL BE MADE ONLY UPON APPROVAL OF**

OGB Group Benefits Administrator or designee.

## **6 VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION**

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.

## **7 SUBSTITUTION OF KEY PERSONNEL**

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of OGB. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project 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 completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

## **8 STATE FURNISHED RESOURCES**

OGB shall appoint a Contract Monitor for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Contract Monitor shall be the principal point of contact on behalf of OGB and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract

## **9 TAXES**

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then OGB may proceed with alternate arrangements without notice to the Contractor and without penalty.

## **10 TERMINATION FOR CAUSE**

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

## **11 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

## **12 REMEDIES FOR DEFAULT**

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

## **13 GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

## **14 E-VERIFY**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

## **15 OWNERSHIP OF WORK PRODUCT**

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

## **16 DATA/RECORD RETENTION**

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

## **17 RECORD OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

## **18 CONTRACTOR'S COOPERATION**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

## **19 ASSIGNABILITY**

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

## **20 RIGHT TO AUDIT**

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and any subcontractors shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and any subcontractors shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

## **21 FISCAL FUNDING**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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 are not appropriated.

## **22 NON-DISCRIMINATION**

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, religion, sex, sexual orientation, 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.

## **23 CONTINUING OBLIGATION**

Contractor has a continuing obligation to disclose any suspensions or debarment 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 Contracts.

## **24 ELIGIBILITY STATUS**

Contractor, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

## **25 CONFIDENTIALITY**

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

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

## **26 AMENDMENTS**

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

## **27 PROHIBITED USE OF FUNDS**

Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

## **28 SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State/OGB for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **29 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. 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 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.

## **30 DUTY TO DEFEND**

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

## **31 LIABILITY AND INDEMNIFICATION**

### **CONTRACTOR LIABILITY**

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.



## **FORCE MAJEURE**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

## **INDEMNIFICATION**

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

## **INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

## **LIMITATIONS OF LIABILITY**

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

## **OTHER REMEDIES**

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

## **32 STAFF INSURANCE**

Contractor shall procure 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to RFP Section 1.32 Insurance Requirements for Contractors.

## **33 LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract.

## **34 SECURITY**

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or for this Contract. Contractor is responsible for reporting any breach of security to the State promptly.

## **35 CYBERSECURITY TRAINING**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications

closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

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

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project.

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/doa/ots/about-us/infosec/>.

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.

### **37 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 and to Chief Operating 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.

### **38 BUSINESS ASSOCIATE ADDENDUM**

A Business Associate Agreement, Attachment II, (“BAA”) 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. The parties have executed a Business Associate Agreement attached to this Contract as Attachment III, and made 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, as well as 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. In addition to the BAAs, 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.

### **39 CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

### **40 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.

## **41 OUTSOURCING OF KEY INTERNAL CONTROLS**

OGB/State will also require the Contractor and /or subcontractors, if performing a key internal control, to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls and 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. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The Contractor could be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

As an alternative to providing a SSAE 18 SOC 1 and/or type II audit report, the Contractor must complete and submit a Third Party Information Security Questionnaire annually for review and consideration by the State. The State reserves the right to conduct an onsite audit to validate the information provided.

The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of the contract. The Contractor agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to OGB/State. Cost of the SSAE 18 audit and/or Third Party Information Security Questionnaire is to be included in the cost being proposed in response to this RFP.

## **42 HEADINGS**

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

## **43 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

## **44 CONTRACT APPROVAL**

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

#### 45 INSURANCE REQUIREMENTS FOR CONTRACTORS

See RFP Section 1.32 Insurance Requirements for Contractors.

The cost of such insurance shall be included in the total Contract amount.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the **on the date(s) noted below:**

**STATE OF LOUISIANA  
OFFICE OF GROUP BENEFITS**

**CONTRACTOR**

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

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

**NAME:** David W. Couvillon

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

**TITLE:** Chief Executive Officer

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

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

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

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## **STATEMENT OF WORK**

### **SCOPE OF SERVICES**

Contractor shall perform services according to the terms of this Contract and according to the Scope of Work/Services, refer to RFP Part 2: Scope of Work/Services.

### **INTRODUCTION**

Contractor shall provide competent and qualified staff to work on the scope of services under the Contract. All non-actuaries must work under the supervision of the primary actuary to perform actuarial-related tasks and/or services.

### **DESCRIPTION OF SERVICES/TASKS**

See RFP Part 2: Scope of Work/Services.

### **SCHEDULE REQUIREMENTS**

See RFP Part 2: Scope of Work/Services.

### **PERFORMANCE MEASURES AND MONITORING PLAN**

See RFP Section 4.2.2 Monitoring Plan

The performance of the contract will be measured by the Contract Monitor or designee, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in RFP Section 2.2 Tasks and Services

### **MONITORING PLAN**

OGB Group Benefits Administrator or designee will monitor the services provided by the Contractor and the expenditure of funds under this Contract. OGB Group Benefits Administrator or designee will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

### **DELIVERABLES**

Contractor agrees to provide the following deliverables within the time frames specified in RFP Section 2.3 Deliverables.

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## **CONTRACTOR PERSONNEL AND OTHER RESOURCES**

### **CONTRACTOR RESOURCES**

Contractor agrees to provide the following Contract related resources:

- A. *Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

- B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.
- C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

### **CONTRACTOR PERSONNEL**

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

| Name  | Company Responsibilities | Classification Rate | Expected Duration |
|---|--------------------------|---------------------|-------------------|
| <a href="#">Click here to enter all personnel, including subcontractors, who shall be assigned to the project.</a><br>Personnel who shall be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person. |                          |                     |                   |

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### **STATE FURNISHED RESOURCES**

#### **STATE FURNISHED RESOURCES**

OGB/State shall make available to the Contractor for use in fulfillment of this contract those resources described in RFP Attachment II: Sample Contract, Section 8 State Furnished Resources.



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## ATTACHMENT III: 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 \_\_\_\_\_, 2022 (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 \_\_\_\_\_, 2022, 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.* As soon as reasonably practicable (but not more than forty-eight (48) hours), Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI in accordance with the Breach Notification Rule (45 CFR Subpart D), and any Security Event of which it becomes aware that may constitute a breach of unsecured PHI. 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. Business Associate shall conduct a breach risk assessment to ascertain the probability that PHI has been compromised within twenty (20) calendar days of when Business Associate (or its subcontractor) knew or should have known of the use or disclosure of PHI not provided for by this Agreement. Business Associate shall provide the breach risk assessment to Covered Entity within twenty (20) calendar days of when Business Associate (or its subcontractor) knew or should have known of the use or disclosure of PHI not provided for by this Agreement. Security Event is defined in the OTS Information Security Policy as an observable event, or collection of events, that may indicate a potential incident and shall be reviewed or investigated and may or may not be required for promotion to an Incident. [Information Security - Louisiana Division of Administration \(la.gov\)](https://www.louisiana.gov/infosec).

6. *Notifications and Reporting to HHS.* Following a breach of unsecured PHI, Business Associate shall send the required notifications to plan participants, news media outlets, and the Secretary as required by HIPAA. Business Associate shall consult with Covered Entity prior to publishing a notification in a prominent media outlet and provide Covered Entity with a copy of the final publication within (1) business day of publication. Business Associate shall provide Covered Entity with copies of notifications sent to plan participants within five (5) business days of sending the notification(s).

Business Associate shall provide Covered Entity with copies of notifications submitted to the Secretary within three (3) business days of submission.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. *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. Such obligations include but are not limited to Covered Entity's obligations to provide breach notifications.

14. *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.

15. *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.

16. *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.

17. *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.

18. *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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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

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

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

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

Title: Chief Executive Officer

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

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

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

---

## ATTACHMENT IV: ELECTRONIC VENDOR PAYMENT SOLUTION

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

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at [DOA-OSRAP-EFT@la.gov](mailto:DOA-OSRAP-EFT@la.gov).

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

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

| <u>Payment Type</u> | <u>Will Accept</u> | <u>Already Enrolled</u> |
|---------------------|--------------------|-------------------------|
| EFT                 | _____              | _____                   |

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual

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## ATTACHMENT V: TRSL CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into by the Teachers' Retirement System of Louisiana ("TRSL"); the State of Louisiana, Division of Administration, Office of Group Benefits ("OGB"); and OGB's contractor, \_\_\_\_\_ ("Contractor"), pertaining to the data ("Data") obtained by OGB and/or Contractor pursuant to the Data Sharing Agreement between TRSL and OGB dated February 14, 2017. Any such Data received by Contractor is to be utilized only in the manner described in the Data Sharing Agreement, and only in the performance of Contractor's obligations under Contract #\_\_\_\_\_.

OGB and Contractor acknowledge that they are prohibited by Article 1, Section 5 of the Louisiana Constitution of 1974 from releasing the Data supplied by TRSL containing personal information to any persons, agencies, or other third parties pursuant to a public records request. OGB and Contractor further acknowledge that they are required by federal laws and regulations, and in particular the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to safeguard and protect all health information. OGB and Contractor agree that TRSL Data shall not be sold by OGB, Contractor, their officers, agents, employees, representatives, contractors, or subcontractors, for any purpose.

TRSL, Contractor, and OGB recognize that in the course of this Agreement information will be exchanged consisting of confidential trade secret or business information ("Confidential Information"). Each party shall treat the other party's Confidential Information as it would treat its own confidential trade secret or business information, and with at least reasonable care as is appropriate to avoid unauthorized use or disclosure.

The obligations set forth herein shall not apply to information that (i) is or becomes generally known to the public, other than as a result of a disclosure of a party's Confidential Information by the other party or a disclosure of Data in violation of this Agreement, (ii) is rightfully in the possession of the other party prior to disclosure, free of any obligation of confidentiality, (iii) is received by a party in good faith and without restriction from a third party not under a confidentiality obligation to the other party and having the right to make such disclosure, or (iv) is independently developed without reference to the other party's Confidential Information.

In addition, any reports, information, documents, or work products given to or prepared or assembled by Contractor, its agents, servants, independent contractors, or employees under this Agreement, which OGB requests to be maintained as confidential, shall not be made available by Contractor, its agents, servants, independent contractors, or employees to any person or entity without the prior written approval of OGB.

Any reports, information, documents, or work products given by or received either directly or indirectly from TRSL pertaining to the members and/or retirees of TRSL shall be kept confidential and used only for the specific governmental purpose authorized and approved by OGB, and shall not be made available by Contractor, its agents, servants, independent contractors, or employees to any person or entity without the prior written approval of OGB. Contractor, its agents, servants, independent contractors, and/or employees shall at all times maintain the confidentiality of the personally identifiable information of TRSL's members and retirees, including but not limited to the social security numbers, date of birth and member and retiree names.

Contractor shall indemnify and save harmless OGB and TRSL against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any

party accruing against OGB and/or TRSL growing out of or resulting from any breach of this Confidentiality Agreement by Contractor, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement and/or Contract #\_\_\_\_\_. Such indemnification shall include OGB's and TRSL's fees and costs of litigation, including, but not limited to, reasonable attorney's fees. Additionally, nothing herein shall preclude OGB and/or TRSL from seeking injunctive relief under Louisiana law against any asserted violation by Contractor of this Agreement.

**OFFICE OF GROUP BENEFITS**

By: \_\_\_\_\_  
Title: Chief Executive Officer

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

**CONTRACTOR**

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

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

**TEACHERS' RETIREMENT SYSTEM OF LOUISIANA**

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

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



**Instructions:** All cost information must be provided using Cost Proposal Template, ATTACHMENT VI. All pricing must be fully burdened (inclusive of travel and all contract-related expenses). OGB requires the same rate(s) for the entire contract term and any option period; provided, Contractor may decrease rates from year to year by contract amendment but not increase. **Note: The cost approach (maximum monthly fee or Best Value per 100 hours) determined to be most cost effective will be included in the resulting contract.**

Using the format provided below, the Proposer shall provide the maximum monthly fee (inclusive of travel and all contract-related expenses) to be charged, regardless of which services or number or services listed in this RFP are provided in any billable month. The Proposer must agree to provide all services required under the resulting contract at the Proposer's risk, despite reaching the maximum monthly fee.

Using the format provided below (more rows may be added to accommodate the listing of all applicable staff members), the Proposer shall include the staff member name, position title, hourly rate, and percentage of hours each staff member will typically work per 100 hours to provide the services described in this RFP. The hourly billable rates must be inclusive of travel and all contract-related expenses. **The Proposer shall provide a total blended hourly rate cost for evaluation purposes.**

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# ATTACHMENT VII: RECORD RETENTION SCHEDULE

## Records Retention Schedule

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

http://www.sos.la.gov

SS ARC 932 (10/19)

| Item Number | Records Series Title  | Retention Period |            |             | Security | Archival | State Records Center | Vital | Remarks  |
|-------------|---|------------------|------------|-------------|----------|----------|----------------------|-------|--|
|             |   | In Office        | In Storage | Total       |          |          |                      |       |  |
| 003.005     | Division of Administration / Office of Group Benefits / Executive |                  |            |             |          |          |                      |       |  |
| 1           | Internal Audit Records/Reports                                    | ACT + 2 FY       | 3 FY       | ACT + 5 CY  | M        | S        | Y                    | V     | ACT = until the end of the FY in which the audit report is issued. <sup>AA</sup>           |
| 2           | LLA Audit Records/Reports   | ACT + 2 FY       | 3 FY       | ACT + 5 CY  | M        | S        | Y                    | V     | ACT = until the end of the FY in which the audit report is issued. <sup>AA</sup>           |
| 3           | Group Benefits Policy and Planning Board Meeting Presentations    | ACT + 10 CY      | 0          | ACT + 10 CY | P        | S        | N                    | I     | ACT = until the end of the CY in which the presentations were created. <sup>AA</sup>       |
| 4           | Group Benefits Policy & Planning Board Reports                    | ACT + 10 CY      | 0          | ACT + 10 CY | M        | S        | N                    | V     | ACT = Until end of CY in which OGB ceases to exist. <sup>AA</sup>                          |
| 5           | Group Benefits Policy & Planning Board Meeting Minutes            | PERM             | 0          | PERM        | M        | R        | N                    | V     |  |
| 6           | Group Benefits Estimating Conference Meeting Presentations        | ACT + 10 CY      | 0          | ACT + 10 CY | P        | S        | N                    | I     | ACT = until the end of the CY in which the presentations were created. <sup>AA</sup>       |
| 7           | Group Benefits Estimating Conference Meeting Minutes              | PERM             | 0          | PERM        | M        | R        | N                    | V     |  |
| 8           | OGB 5-year Strategic Plan   | ACT + 5 FY       | 0          | ACT + 5FY   | P        | S        | N                    | V     | ACT = until the end of the FY in which the Strategic plan was drafted. <sup>AA</sup>       |
| 9           | OGB HIPAA Compliance Records                                      | ACT + 6 CY       | 0          | ACT + 6 CY  | M        | S        | N                    | V     | ACT = until the end of the CY in which the records were created or received. <sup>AA</sup> |

  

| Permitted Retention Period Abbreviations                      | Security Status Codes                    | Archival Processing Codes               | Vital Record Identification Code | Agency Abbreviations                                       |
|---|--|---|----------------------------------|--|
| ACT - Active Period (when used define term in remarks column) | P - Public Record                        | A - Transfer to State Archives          | V = Vital                        | LLA = Louisiana Legislative Auditor                        |
| FY - Fiscal Year (July 1 - June 30)                           | M - May Contain Confidential Information | R - Retain in Agency Archives           | I = Important                    | OGB = Office of Group Benefits                             |
| CY - Calendar Year (Jan 1 - Dec 31)                           | C - Confidential Information             | S - Review by State Archives            | U = Useful                       | HIPAA = Health Insurance Portability and Accessibility Act |
| AY - Academic Year (Aug 1 - July 31)                          |  | D - Review by State Archives/Electronic |                                  |  |
| FFY - Federal Fiscal Year (Oct 1 - Sept 30)                   |  | O - Other (Specify in Remarks)          |                                  |  |
| MO - Months WK - Week (Mon-Sun) DY - Day(s)                   |  |   |                                  |  |
| PERM - Permanent  |  |   |                                  |  |
| ** = May be part of an Imaging/Electronic Exception.          |  |   |                                  |  |
| <sup>AA</sup> = May be part of an Imaging/Electronic Survey.  |  |   |                                  |  |

Agency Approval *Thomas Hogue*

Date Signed *1-7-2020*

Secretary of State, State Archives & Records Services *Sharon E. Spade, MSN*

Date Approved *1-8-2020*

# Records Retention Schedule

SS ARC 932 (10/19)

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

Http://www.sos.la.gov

| Agency No   |  | Agency / Division / Section |            | Division of Administration / Office of Group Benefits / Administration -- Finance |          | 003.005  |                      |       |   |
|-------------|--|-----------------------------|------------|---|----------|----------|----------------------|-------|---|
| Item Number | Records Series Title                                   | Retention Period            |            |   | Security | Archival | State Records Center | Vital | Remarks   |
|             |  | In Office                   | In Storage | Total   |          |          |                      |       |   |
| 1           | OGB Budget Request Documents/Records                   | ACT + 5 FY                  | 0          | ACT + 5 FY  | P        | R        | N                    | V     | ACT = until the end of the FY in which created <sup>1</sup>                   |
| 2           | Actuarial Revenue/Expenditure Line-Item Projections    | ACT + 5 FY                  | 0          | ACT + 5 FY  | M        | S        | N                    | V     | ACT = until the end of the FY in which received <sup>1</sup>                  |
| 3           | Actuarial Premium Rate Schedules                       | ACT + 5 CY                  | 0          | ACT + 5 CY  | P        | S        | N                    | V     | ACT = until the end of the FY in which received <sup>1</sup>                  |
| 4           | Official Premium Rate Schedules                        | ACT + 10 CY                 | 0          | ACT + 10 CY   | P        | S        | N                    | V     | ACT = until the end of the CY in which the OGB ceases to exist <sup>1</sup>   |
| 5           | Monthly OTS Invoices & Supporting Documents            | ACT + 1 FY                  | 3 FY       | ACT + 4 FY  | M        | S        | Y                    | V     | ACT = until the end of the FY in which the document was received <sup>1</sup> |
| 6           | Annual IAT Agreements & Supporting Documents           | ACT + 1 FY                  | 3 FY       | ACT + 4 FY  | M        | S        | Y                    | V     | ACT = until the end of the FY in which the document was received <sup>1</sup> |
| 7           | Miscellaneous/One-time Invoices & Supporting Documents | ACT + 1 FY                  | 3 FY       | ACT + 4 FY  | M        | S        | Y                    | V     | ACT = until the end of the FY in which the document was received <sup>1</sup> |
| 8           | OGB Fiscal Note Worksheets & Supporting Documents      | ACT + 5 CY                  | 0          | ACT + 5 CY  | M        | S        | N                    | V     | ACT = until the end of the CY in which the document was created <sup>1</sup>  |
| 9           | DOA Analysis Sheets & Supporting Documents             | ACT + 5 CY                  | 0          | ACT + 5 CY  | M        | S        | N                    | V     | ACT = until the end of the CY in which the document was created <sup>1</sup>  |
| 10          | Fuel Invoices & Supporting Documents                   | ACT + 1 FY                  | 3 FY       | ACT + 4 FY  | M        | S        | Y                    | V     | ACT = until the end of the FY in which the document was received <sup>1</sup> |

**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 (Mon-Sun) DY - Day(s)  
 PERM - Permanent

<sup>1</sup> = May be part of an Imaging/Electronic Exception.  
<sup>1</sup> = May be part of an Imaging/Electronic Survey.

**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  
 D - Review by State Archives/Electronic  
 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**  
 OGB - Office of Group Benefits  
 OTS - Office of Technology Services  
 IAT - Inter Agency Transfers  
 DOA - Division of Administration

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Indicate Use of Form

ORIGINAL SUBMISSION

XRENEWAL

REPLACEMENT PAGE

ADDENDUM PAGE

Remarks

Agency Approval: *[Signature]*

Date Signed: 1-7-2020

Secretary of State, State Archives & Records Services: *[Signature]*

Date Approved: 1-8-2020

## Records Retention Schedule

Louisiana Secretary of State

Division of Archives, Records Management and History

Post Office Box 94125, Baton Rouge, LA 70804

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

SS ARC 932 (10/19)

Page 3 of 13

**Indicate Use of Form**

\_XRENEWAL

\_\_ADDENDUM PAGE

Remarks

[illegible]

Agency Approval \_\_\_\_\_

Date Signed 1-7-2020

*James P. Boyd*, *Open*  
Secretary of State, State Archives & Records

1-8-2020  
Date Approved

# Records Retention Schedule

SS ARC 932 (10/19)

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

http://www.sos.la.gov

| Agency No<br><b>003.005</b> | Agency / Division / Section<br><b>Division of Administration / Office of Group Benefits / Administration - General</b> |                  |            |             | Page 4 of 13<br>Indicate Use of Form<br>ORIGINAL SUBMISSION<br>XRENEWAL<br>REPLACEMENT PAGE<br>ADDENDUM PAGE |          |                      |       |   |
|-----------------------------|--|------------------|------------|-------------|--|----------|----------------------|-------|---|
| Item Number                 | Records Series Title   | Retention Period |            |             | Security   | Archival | State Records Center | Vital | Remarks   |
|                             |  | In Office        | In Storage | Total       |  |          |                      |       |   |
| 1                           | OGB Employee Driver Authorization Forms  | ACT + 2 FY       | 3 FY       | ACT + 5 FY  | M  | S        | Y                    | V     | ACT = until the end of the FY in which the employee separates from agency**     |
| 2                           | OGB Employee Safety Meetings Training Materials & Sign-in Sheets   | ACT + 2 FY       | 3 FY       | ACT + 5 FY  | M  | S        | Y                    | V     | ACT = until the end of the FY in which the documents were created or received** |
| 3                           | OGB Employee PES Evaluations and Planning Session Documents  | ACT + 2 FY       | 3 FY       | ACT + 5 FY  | M  | S        | Y                    | V     | ACT = until the end of the FY in which supervision ends**                       |
| 4                           | OGB Employee Time & Attendance Reports   | ACT + 2 CY       | 3 CY       | ACT + 5 CY  | M  | S        | Y                    | V     | ACT = until the end of the CY in which the reports were created or received**   |
| 5                           | Vehicle Logs & Supporting Documents  | ACT + 2 FY       | 3 FY       | ACT + 5 FY  | M  | S        | Y                    | V     | ACT = until the end of the FY in which the documents were created or received** |
| 6                           | SOF & Supporting Documents   | ACT + 2 FY       | 1 FY       | ACT + 3 FY  | M  | S        | Y                    | V     | ACT = until the end of the FY in which the documents were created or received** |
| 7                           | OGB Visitor Logs/Sign-in Sheets  | ACT + 2 FY       | 3 FY       | ACT + 5 FY  | M  | S        | Y                    | U     | ACT = until the end of the FY in which the logs were created**                  |
| 8                           | Daily Documents/Mail Assignments Logs  | ACT + 2 FY       | 3 FY       | ACT + 5 FY  | M  | S        | Y                    | U     | ACT = until the end of the FY in which the logs were created**                  |
| 9                           | Records Management Files (Retention Schedules, disposal requests, Transmittals, Surveys and Exceptions)                | ACT + 10 CY      |            | ACT + 10 CY | M  | S        | N                    | V     | ACT = until end of CY in which OGB ceases to exist. **                          |

Agency Approval *[Signature]*

Date Signed *1-2-2020*

Secretary of State, State Archives & Records Services *[Signature]*

Date Approved *1-8-2020*

## SS ARC 932 (10/19)

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

[illegible]

1-8-2020  
Date Approved

SS ARC 932 (10/19)

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

| Louisiana Secretary of State<br>Division of Archives, Records Management and History<br>Post Office Box 94126, Baton Rouge, LA 70804  |  |   |            |                 |  |          |   |          |   | Page 6 of 13  |  |       |  |
|---|--|---|------------|-----------------|--|----------|---|----------|---|---|--|-------|--|
| Http://www.sos.la.gov   |  |   |            |                 |  |          |   |          |   | Indicate Use of Form<br>ORIGINAL SUBMISSION<br>X-RENEWAL<br>REPLACEMENT PAGE<br>ADDENDUM PAGE |  |       |  |
| Agency No   | Agency / Division / Section  | Division of Administration / Office of Group Benefits / Agency Services |            |                 | Security   |          |   | Archival |   | State Records Center  |  | Vital |  |
| Item Number   | Records Series Title   | Retention Period  |            |                 | Security   | Archival | State Records Center  | Vital    | Remarks   |   |  |       |  |
|   |  | In Office   | In Storage | Total Retention |  |          |   |          |   |   |  |       |  |
| 1   | OGB Member Participation Schedules   | ACT + 10 CY   | 0          | ACT + 10 CY     | C  | S        | N   | V        | ACT= Until end of CY in which OGB ceases to exist** |   |  |       |  |
| 2   | OGB Member Collections Notices & Supporting Documents                        | ACT + 10 CY   | 0          | ACT + 10 CY     | C  | S        | N   | V        | ACT= Until end of CY in which OGB ceases to exist** |   |  |       |  |
| 3   | OGB Member Appeals & Supporting Documents                                    | ACT + 10 CY   | 0          | ACT + 10 CY     | C  | S        | N   | V        | ACT= Until end of CY in which OGB ceases to exist** |   |  |       |  |
| 4   | OGB-participating Agency Administrative Error Appeals & Supporting Documents | ACT + 10 CY   | 0          | ACT + 10 CY     | C  | S        | N   | V        | ACT= Until end of CY in which OGB ceases to exist** |   |  |       |  |
|   |  |   |            |                 |  |          |   |          |   |   |  |       |  |
|   |  |   |            |                 |  |          |   |          |   |   |  |       |  |
|   |  |   |            |                 |  |          |   |          |   |   |  |       |  |
|   |  |   |            |                 |  |          |   |          |   |   |  |       |  |
|   |  |   |            |                 |  |          |   |          |   |   |  |       |  |
| <b>Permitted Retention Period Abbreviations</b><br>ACT - Active Period (when used define term in remarks column)<br>FY - Fiscal Year (July 1 - June 30)<br>CY - Calendar Year (Jan 1 - Dec 31)<br>AY - Academic Year (Aug 1 - July 31)<br>FFY - Federal Fiscal Year (Oct 1 - Sept 30)<br>MO - Months WK - Week (Mon-Sun) DY - Day(s)<br>PERM - Permanent<br>** = May be part of an Imaging/Electronic Exception.<br>** = May be part of an Imaging/Electronic Survey. |  |   |            |                 |  |          |   |          |   | <b>Agency Abbreviations</b><br>OGB = Office of Group Benefits                                 |  |       |  |
| <b>Security Status Codes</b><br>P - Public Record<br>M - May Contain Confidential Information<br>C - Confidential Information<br>Archival Processing Codes<br>A - Transfer to State Archives<br>R - Retain in Agency Archives<br>S - Review by State Archives<br>D - Review by State Archives/Electronic<br>O - Other (Specify in Remarks)  |  |   |            |                 | <b>State Records Center Use</b><br>Y - Yes<br>N - No |          | <b>Vital Record Identification Code</b><br>V - Vital<br>I - Important<br>U - Useful |          |   |   |  |       |  |

# Records Retention Schedule

SS ARC 932 (10/19)

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

Http://www.sos.la.gov

| Item Number | Records Series Title  | Retention Period |            |             | Security | Archival | State Records Center | Vital | Remarks   |
|-------------|---|------------------|------------|-------------|----------|----------|----------------------|-------|---|
|             |   | In Office        | In Storage | Total       |          |          |                      |       |   |
| 003.005     | Division of Administration / Office of Group Benefits / Customer Service  |                  |            |             |          |          |                      |       |   |
| 1           | Enrollment Change Forms & Supporting Eligibility Documents (GB-01)  | ACT + 10 CY      |            | ACT + 10 CY | C        | S        | N                    | V     | ACT = until the end of the CY in which OGB ceases to exist. **          |
| 2           | Designation Forms (OGB Coordinator, Agency Master User, Invoice Contact) (GB-74, GB-75, GB-78)  | ACT + 10 CY      |            | ACT + 10 CY | M        | S        | N                    | I     | ACT = until the end of the CY in which OGB ceases to exist. **          |
| 3           | OGB Member Correspondence   | ACT + 10 CY      |            | ACT + 10 CY | C        | S        | N                    | V     | ACT = until the end of the CY in which OGB ceases to exist. **          |
| 4           | Daily Work Papers (includes printed copies of imaged documents and non-essential notes with PHI or OGB member contact info, produced by OGB Customer Service section staff) | ACT              | 0          | ACT         | M        | S        | N                    | U     | ACT = until the end of the day in which the work papers were created ** |
|             |   |                  |            |             |          |          |                      |       |   |
|             |   |                  |            |             |          |          |                      |       |   |
|             |   |                  |            |             |          |          |                      |       |   |
|             |   |                  |            |             |          |          |                      |       |   |
|             |   |                  |            |             |          |          |                      |       |   |

Agency Approval Theresa Hogue

Date Signed 1-7-2020

Secretary of State, State Archives & Records Services Quenna E. Appleby, CRM

Date Approved 1-8-2020



# Records Retention Schedule

SS ARC 932 (10/19)

Louisiana Secretary of State

Division of Archives, Records Management and History

Post Office Box 94125, Baton Rouge, LA 70804

Http://www.sos.la.gov

| Item Number   | Records Series Title  | Retention Period  |            |             | Security   | Archival | State Records Center | Vital  | Remarks  |
|---|---|---|------------|-------------|--|----------|----------------------|--|--|
|   |   | In Office   | In Storage | Total       |  |          |                      |  |  |
| 003.005   | Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration - Health Insurance |   |            |             |  |          |                      |  | Indicate Use of Form<br>ORIGINAL SUBMISSION<br>XRENEWAL<br>REPLACEMENT PAGE<br>ADDENDUM PAGE |
| 1   | Self-funded Health Plan Medical TPA Invoices & Supporting Documents   | ACT + 1 CY  | 3 CY       | ACT + 4 CY  | M  | S        | Y                    | V  | ACT = until the end of the CY in which the document was received <sup>xx</sup>               |
| 2   | Self-funded Health Plan Pharmacy TPA Invoices & Supporting Documents  | ACT + 1 CY  | 3 CY       | ACT + 4 CY  | M  | S        | Y                    | V  | ACT = until the end of the CY in which the document was received <sup>xx</sup>               |
| 3   | Fully Insured Health Plan Vendors Invoices & Supporting Documents   | ACT + 1 CY  | 3 CY       | ACT + 4 CY  | M  | S        | Y                    | V  | ACT = until the end of the CY in which the document was received <sup>xx</sup>               |
| 4   | Capitated Primary Care Network Vendor Invoices & Supporting Documents   | ACT + 1 CY  | 3 CY       | ACT + 4 CY  | M  | S        | Y                    | V  | ACT = until the end of the CY in which the document was received <sup>xx</sup>               |
| 5   | IMMHEIRA Vendor Invoices and Supporting Documents   | ACT + 1 CY  | 3 CY       | ACT + 4 CY  | M  | S        | Y                    | V  | ACT = until the end of the CY in which the document was received <sup>xx</sup>               |
| 6   | Health Plan Vendors Reports & Contract Deliverables   | ACT + 1 CY  | 3 CY       | ACT + 4 CY  | M  | S        | Y                    | U  | ACT = until the end of the CY in which the report or deliverable was received <sup>xx</sup>  |
| 7   | Health Savings Account Enrollment & Payroll Deduction Election/Changes (GB-79 Forms)                                    | ACT + 10 CY   |            | ACT + 10 CY | C  | S        | N                    | V  | ACT = until the end of the CY in which OGB ceases to exist. <sup>xx</sup>                    |
| 8   | TPA Health and Pharmacy Claims (including supplemental Claims)  | ACT + 10 CY   |            | ACT + 10CY  | C  | S        | N                    | V  | ACT = until the end of the CY in which OGB ceases to exist. <sup>xx</sup>                    |
| <b>Permitted Retention Period Abbreviations</b><br>ACT - Active Period (when used define term in remarks column)<br>FY - Fiscal Year (July 1 - June 30)<br>CY - Calendar Year (Jan 1 - Dec 31)<br>AY - Academic Year (Aug 1 - July 31)<br>FFY - Federal Fiscal Year (Oct 1 - Sept 30)<br>MO - Months WK - Week (Mon-Sun) DY - Day(s)<br>PERM - Permanent<br><sup>xx</sup> = May be part of an Imaging/Electronic Exception.<br><sup>xx</sup> = May be part of an Imaging/Electronic Survey. |   |   |            |             |  |          |                      |  |  |
|   |   | Security Status Codes   |            |             | State Records Center Use   |          |                      | Agency Abbreviations   |  |
|   |   | P - Public Record<br>M - May Contain Confidential Information<br>C - Confidential Information   |            |             | Y - Yes<br>N - No  |          |                      | TPA = Third party administrator<br>IMMHEIRA = Individual Medicare Market Exchange with Health Reimbursement Arrangements<br>OGB = Office of Group Benefits |  |
|   |   | Archival Processing Codes<br>A - Transfer to State Archives<br>R - Retain in Agency Archives<br>S - Review by State Archives<br>D - Review by State Archives/Electronic<br>O - Other (Specify in Remarks) |            |             | Vital Record Identification Code<br>V= Vital<br>I = Important<br>U= Useful |          |                      |  |  |

Agency Approval *[Signature]*

Date Signed 1-7-2020

Secretary of State, State Archives & Records Services *[Signature]*

Date Approved 1-8-2020

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

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

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

| Louisiana Secretary of State<br>Division of Archives, Records Management and History<br>Post Office Box 94125, Baton Rouge, LA 70804 |   |  |            |                                  |          |                                |                      |   |  | Page 9 of 13 |  |
|--|---|--|------------|----------------------------------|----------|--------------------------------|----------------------|---|--|--------------|--|
| Agency No  |   | Agency / Division / Section  |            | Http://www.sos.la.gov            |          |                                |                      | Indicate Use of Form<br>ORIGINAL SUBMISSION<br>RENEWAL<br>REPLACEMENT PAGE<br>ADDENDUM PAGE |  |              |  |
| 003.005  |   | Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits<br>Administration - Life Insurance |            |                                  |          |                                |                      |   |  |              |  |
| Item Number  | Records Series Title  | Retention Period   |            |                                  | Security | Archival                       | State Records Center | Vital   | Remarks  |              |  |
|  |   | In Office  | In Storage | Total Retention                  |          |                                |                      |   |  |              |  |
| 1  | Fully Insured Basic and Supplemental Life Insurance Vendor Invoices & Supporting Documents      | ACT + 1 CY   | 3 CY       | ACT + 4 CY                       | M        | S                              | Y                    | U   | ACT = until the end of the CY in which the document was received **              |              |  |
| 2  | Fully Insured Basic and Supplemental Life Insurance Vendor Reports & Contract Deliverables      | ACT + 1 CY   | 3 CY       | ACT + 4 CY                       | M        | S                              | Y                    | U   | ACT = until the end of the CY in which the report or deliverable was received ** |              |  |
| 3  | Fully Insured Basic and Supplemental Life Insurance Member Beneficiary Designation/Change Forms | ACT + 10 CY  | 0          | ACT + 10 CY                      | C        | S                              | N                    | V   | ACT = Until end of the CY in which OGB ceases to exist. **                       |              |  |
|  |   |  |            |                                  |          |                                |                      |   |  |              |  |
|  |   |  |            |                                  |          |                                |                      |   |  |              |  |
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|  |   |  |            |                                  |          |                                |                      |   |  |              |  |
|  |   |  |            |                                  |          |                                |                      |   |  |              |  |
| 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                          |          | OGB = Office of Group Benefits |                      |   |  |              |  |
| 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)   |   | Archival Processing Codes  |            | Vital Record Identification Code |          |                                |                      |   |  |              |  |
| FFY - Federal Fiscal Year (Oct 1 - Sept 30)  |   | A - Transfer to State Archives   |            | V = Vital                        |          |                                |                      |   |  |              |  |
| MO - Months WK - Week (Mon-Sun) DY - Day(s)  |   | R - Retain in Agency Archives  |            | I = Important                    |          |                                |                      |   |  |              |  |
| PERM - Permanent   |   | S - Review by State Archives   |            | U = Useful                       |          |                                |                      |   |  |              |  |
| ** = May be part of an Imaging/Electronic Exception.   |   | D - Review by State Archives/Electronic  |            |                                  |          |                                |                      |   |  |              |  |
| ** = May be part of an Imaging/Electronic Survey.  |   | O - Other (Specify in Remarks)   |            |                                  |          |                                |                      |   |  |              |  |

Agency Approval Tommy F. Davis

Date Signed 1-2-2020

*Thomas J. Duggan, Clerk*  
Secretary of State, State Archives & Records Services

Date Approved 1-8-2020

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

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   RENEWAL  
   REPLACEMENT PAGE

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= Important

Useful

E. Koppelman, Clerk

# Records Retention Schedule

SS ARC 932 (10/19)

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

Http://www.sos.la.gov

| Agency No   | Agency / Division / Section   | ORIGINAL SUBMISSION                             |            |            |                                  |          |                      |       |   |  |  |
|---|---|---|------------|------------|----------------------------------|----------|----------------------|-------|---|--|--|
| 003.005   | Division of Administration / Office of Group Benefits / Discontinued Programs | X. RENEWAL<br>REPLACEMENT PAGE<br>ADDENDUM PAGE |            |            |                                  |          |                      |       |   |  |  |
| Item Number   | Records Series Title  | Retention Period                                |            |            | Security                         | Archival | State Records Center | Vital | Remarks   |  |  |
|   |   | In Office                                       | In Storage | Total      |                                  |          |                      |       |   |  |  |
| 1   | Filing Deadline Mail Records  | ACT + 3 CY                                      |            | ACT + 3 CY | M                                | S        | N                    | I     | ACT = until the end of the CY in which the document was created or received. ^A |  |  |
| 2   | Live and Event Claims Records   | ACT + 10 CY                                     |            | ACT + 10CY | C                                | S        | N                    | V     | ACT = until the end of the CY in which OGB ceases to exist. **                  |  |  |
| 3   | Field and Audit Reports   | ACT + 5 CY                                      |            | ACT+5 CY   | M                                | S        | N                    | I     | ACT = until the end of the CY in which Report was issued. ^A                    |  |  |
| 4   | Health Claims (including supplemental Claims)                                 | ACT + 10 CY                                     |            | ACT + 10CY | C                                | S        | N                    | V     | ACT = until the end of the CY in which OGB ceases to exist. **                  |  |  |
| 5   | Explanation of Benefits (EOBs)  | ACT + 10 CY                                     |            | ACT + 10CY | C                                | S        | N                    | V     | ACT = until the end of the CY in which OGB ceases to exist. **                  |  |  |
| 6   | Medical Records   | ACT + 10 CY                                     |            | ACT + 10CY | C                                | S        | N                    | V     | ACT = until the end of the CY in which OGB ceases to exist. **                  |  |  |
| 7   | Pre-determinations  | ACT + 10 CY                                     |            | ACT + 10CY | C                                | S        | N                    | V     | ACT = until the end of the CY in which OGB ceases to exist. **                  |  |  |
| 8   | Case Management   | ACT + 10 CY                                     |            | ACT + 10CY | C                                | S        | N                    | V     | ACT = until the end of the CY in which OGB ceases to exist. **                  |  |  |
| 9   | Medical Necessities   | ACT + 10 CY                                     |            | ACT + 10CY | C                                | S        | N                    | V     | ACT = until the end of the CY in which OGB 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 (Mon-Sun) DY - Day(s)                   |   |   |            |            |                                  |          |                      |       |   |  |  |
| PERM – Permanent  |   |   |            |            |                                  |          |                      |       |   |  |  |
| ** = May be part of an Imaging/Electronic Exception.          |   |   |            |            |                                  |          |                      |       |   |  |  |
| ^A = May be part of an Imaging/Electronic Survey.             |   |   |            |            |                                  |          |                      |       |   |  |  |
| Security Status Codes   |   |   |            |            | State Records Center Use         |          |                      |       |   |  |  |
| P – Public Record   |   |   |            |            | Y – Yes                          |          |                      |       |   |  |  |
| M – May Contain Confidential Information                      |   |   |            |            | N - No                           |          |                      |       |   |  |  |
| C – Confidential Information                                  |   |   |            |            |                                  |          |                      |       |   |  |  |
| Archival Processing Codes                                     |   |   |            |            | Vital Record Identification Code |          |                      |       |   |  |  |
| A – Transfer to State Archives                                |   |   |            |            | V= Vital                         |          |                      |       |   |  |  |
| R – Retain in Agency Archives                                 |   |   |            |            | I = Important                    |          |                      |       |   |  |  |
| S – Review by State Archives                                  |   |   |            |            | U= Useful                        |          |                      |       |   |  |  |
| D- Review by State Archives/Electronic                        |   |   |            |            |                                  |          |                      |       |   |  |  |
| O – Other (Specify in Remarks)                                |   |   |            |            |                                  |          |                      |       |   |  |  |

Agency Approval *[Signature]*

Date Signed *1-7-2020*

Secretary of State, State Archives & Records Services *[Signature]*

Date Approved *1-8-2020*

Page 11 of 13  
Indicate Use of Form  
\_\_ ORIGINAL SUBMISSION  
X RENEWAL  
\_\_ REPLACEMENT PAGE  
\_\_ ADDENDUM PAGE

# Records Retention Schedule

SS ARC 932 (10/19)

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

http://www.sos.la.gov

| Agency No |  | Agency / Division / Section |  | Division of Administration / Office of Group Benefits / Discontinued Programs |  | Item Number |  | Records Series Title |   | Retention Period                 |  | Security   |   | Archival |   | State Records Center |   | Vital |  | Remarks |  |
|-----------|--|-----------------------------|--|---|--|-------------|--|----------------------|---|----------------------------------|--|------------|---|----------|---|----------------------|---|-------|--|---------|--|
| 003.005   |  |                             |  |   |  |             |  |                      |   | In Office<br>In Storage<br>Total |  |            |   |          |   |                      |   |       |  |         |  |
| 10        |  |                             |  |   |  |             |  |                      | Paid in Vouchers  | ACT + 10 CY                      |  | ACT + 10CY | C | S        | N | N                    | V |       |  |         | ACT = until the end of the CY in which OGB ceases to exist. ** |
| 11        |  |                             |  |   |  |             |  |                      | Flexible Benefit Master File  | ACT + 10 CY                      |  | ACT + 10CY | C | S        | N | N                    | V |       |  |         | ACT = until the end of the CY in which OGB ceases to exist. ** |
| 12        |  |                             |  |   |  |             |  |                      | Hospital Audits, Statistical Reports and Work Papers                                | ACT + 5 CY                       |  | ACT + 5 CY | M | S        | N | N                    | I |       |  |         | ACT = until the end of the CY in which Report was issued. **   |
| 13        |  |                             |  |   |  |             |  |                      | Fraud and Abuse Case Files and Logs   | ACT + 10 CY                      |  | ACT + 10CY | C | S        | N | N                    | V |       |  |         | ACT = until the end of the CY in which OGB ceases to exist. ** |
| 14        |  |                             |  |   |  |             |  |                      | Health Claim Audits and work papers (including over \$500 plan Member check Audits) | ACT + 5 CY                       |  | ACT + 5CY  | C | S        | N | N                    | I |       |  |         | ACT = until the end of the CY in Audit is completed. **        |
| 15        |  |                             |  |   |  |             |  |                      | Special Reports (Outlier, Check Cycle)  | ACT + 10 CY                      |  | ACT + 10CY | M | S        | N | N                    | I |       |  |         | ACT = until the end of the CY in which report is run. **       |
| 16        |  |                             |  |   |  |             |  |                      | Reviews (Medical and Chiropractic)  | ACT + 10 CY                      |  | ACT + 10CY | C | S        | N | N                    | I |       |  |         | ACT = until the end of the CY in which OGB ceases to exist. ** |
| 17        |  |                             |  |   |  |             |  |                      | Case Management   | ACT + 10 CY                      |  | ACT + 10CY | C | S        | N | N                    | V |       |  |         | ACT = until the end of the CY in which OGB ceases to exist. ** |
| 18        |  |                             |  |   |  |             |  |                      | Medical Necessities   | ACT + 10 CY                      |  | ACT + 10CY | C | S        | N | N                    | V |       |  |         | ACT = until the end of the CY in which OGB ceases to exist. ** |

Agency Approval *[Signature]*

Date Signed 1-7-2020

Secretary of State, State Archives & Records Services *[Signature]*

Date Approved 1-8-2020

## SS ARC 932 (10/19)

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

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



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

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

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

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

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

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

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## ATTACHMENT IX: THIRD PARTY SECURITY INFORMATION QUESTIONNAIRE

Attachment IX: Third Party Security Information Questionnaire is provided at the following link

<https://www.doa.la.gov/ots/policies-and-forms/>, located under the Information Security Policy tab and select the Third Party Information Security Questionnaire tab. The completed Third Party Information Security Questionnaire tab must be included with your Proposal, if Proposer is not including a SOC 2, Type II report.

**NOTE:** The State requires all vendors that will house any of the State's confidential or restricted data offsite, to present and undergo a review of a valid and successful SOC 2, Type 2 report. If a vendor does not have a valid SOC 2 Type 2 report, then the vendor must complete the OTS Information Security Third-Party Questionnaire, located at the link provided above, and undergo a successful review, prior to housing any of the State's confidential or restricted data offsite.