



# STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF GROUP BENEFITS (OGB)

### NOTICE OF INTENT TO CONTRACT (NIC)

#### **FOR**

#### **DISEASE MANAGEMENT SERVICES**

ISSUED October 2, 2006

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#### SECTION I

### GENERAL INFORMATION AND INSTRUCTIONS OF PROPOSAL FORMAT

#### A. Introduction/Purpose

The State of Louisiana, Office of Group Benefits (hereinafter called "OGB" or the "Program") requests proposals from any qualified Organization (hereinafter called "Proposer") to provide Disease Management services.

<u>Proposals are requested for the following Options. OGB reserves the right to select whichever Option(s) that are in the best interest of the State, OGB and Plan Participants.</u>

#### Option I:

Disease Management services for the following conditions:

- Asthma
- Diabetes
- Coronary Artery Disease (CAD)
- Chronic Pulmonary Obstructive Disease (COPD)
- Chronic Heart Failure (CHF)

#### Option II:

Disease Management services for the following conditions:

- Asthma
- Diabetes
- Coronary Artery Disease (CAD)
- Chronic Pulmonary Obstructive Disease (COPD)
- Chronic Heart Failure (CHF)

and Health Promotion (Health Risk Assessments and At-Risk Targeted Interventions)

#### Option III:

Disease Management services for the following conditions:

- Asthma
- Diabetes
- Coronary Artery Disease (CAD)
- Chronic Pulmonary Obstructive Disease (COPD)
- Chronic Heart Failure (CHF)
- Depression
- Obesity

#### Option IV:

Disease Management services for the following conditions:

- Asthma
- Diabetes
- Coronary Artery Disease (CAD)
- Chronic Pulmonary Obstructive Disease (COPD)
- Chronic Heart Failure (CHF)
- Depression
- Obesity and Health Promotion (Health Risk Assessments and At-Risk Targeted Interventions)

#### B. General Information

The State of Louisiana through OGB is required by statute to provide health and accident benefits and life insurance to state employees, retirees and their dependents. Plan member eligibility includes employees of state agencies, institutions of higher education, local school boards that elect to participate and certain political subdivisions. Eligibility does not include local government entities, parishes, or municipalities.

The term, covered contract, as used in this NIC is defined as any class of coverage in which a plan member is enrolled, whether single, employee + spouse, employee + child(ren) and/ or family. Therefore, a covered contract includes the employee or retiree and any covered dependents.

OGB offers the following self-insured benefits plans. The PPO is administered by OGB; however, the other plans are administered by Administrative Services Only (ASO) Vendors.

Census information for active employees and	Census information for active employees and non Medicare eligible retirees as of 9/1/06.				
OGB Plan of Benefits	Employee/Retiree(F	Pre-65) Covered Lives			
	<u> </u>				
Preferred Provider Organization (PPO)	33,008	55,270			
Exclusive Provider Organization (EPO)	9,660	17,754			
Health Maintenance organization (HMO)	46,686	90,611			
Managed Care Option (MCO)	18,458	36,427			
·					
TOTAL	107,812	200,062			

The Mental Health and Substance Abuse (MHSA) benefits are carved out of the basic benefits plan and are currently provided by United Behavioral Health on a fully insured basis.

The Pharmacy Benefit Manager (PBM) services are currently provided by Catalyst Rx. In the current plan year the HMOs are providing these services to their plan members; however, effective July 1, 2007 these will be included in the OGB PBM contract.

The Utilization Management Services (UM) are provided by Patients Infosystems for the PPO Plan of Benefits; however, the ASOs provide these services for the Plan of Benefits they administer.

OGB currently contracts with APS Healthcare for Disease Management for its PPO Plan of Benefits. The Disease Management contract as a result of this NIC will include all OGB Plans of Benefits.

All Proposals must be prepared in accordance with the provisions of this Notice of Intent to Contract (NIC). Proposer must agree to meet the Proposer Requirements as delineated in the Proposer Requirements section of the NIC.

#### C. OGB Information Technology Architecture

Desktop: Dell 450 Workstations running Windows 2000 and Window XP

LAN: 10/100/1000 Ethernet using Cisco switches Servers: Windows servers and AIX UNIX serves

WAN: Frame Relay using Cisco routers switches, and firewall. In addition, Kodak scanners,

and various laser printers are used

#### D. Term of Contract

The effective date of the contract will be April 1, 2007. The contract will be written with an option to renew for a maximum of two additional one-year terms, exercisable by OGB.

#### E. Standard Contract Provisions

See Exhibit 3 for the State of Louisiana, Office of Group Benefits Contract/Business Associate Agreement. Any deviation sought by a Proposer from these contract terms should be specifically and completely set forth in the NIC response to be considered by OGB. The provisions of the NIC and the winning proposal will be incorporated by reference into the contract. Any additional clauses or provisions, required by the Federal or State law or regulation in effect at the time of execution of the contract, will be included.

#### F. Instructions on Proposal Format

Proposers should respond thoroughly, clearly and concisely to all of the points and questions set forth in the Notice of Intent to Contract (NIC). Answers should specifically address current capabilities separately from anticipated capabilities.

- 1. Submit an original (clearly marked "original") and eight (8) copies of a completed, numbered proposal placing each in a three-ring binder.
- Use tabs to divide each section and each attachment. The tabs should extend beyond the right margin of the paper so that they can be read from the side and are not buried within the document.

#### 3. Order of presentation:

#### **Cover Letter & Executive Summary:**

Your Executive Summary should not exceed three (3) pages. Please highlight in your Executive Summary what sets you apart from your competitors and state the reason(s) you believe you are qualified to partner with OGB.

#### Section IV - Proposer Requirements

Tab 1 - Audited Financial Statements

#### **Section V**

Tab 2 - Proposer Information

#### Section VI

Tabs 3-6 – Proposer Qualification/Experience

#### **Section VII**

Tab 7 - Mandatory Signature Page

<u>Section VIII - Cost Quotation Proposal Form</u> - Submit an original and eight (8) numbered copies, in a separate, (do not include in three ring binder) <u>sealed envelope</u> clearly marked, "Disease Management NIC Cost Proposals" on the outside of such envelope. See Section VIII of NIC. Proposal must be received on or before 4:30 pm CST on the date listed in the Schedule of Events.

- 4. Answer questions <u>directly</u>. Where you cannot provide an answer, indicate not applicable or no response.
- 5. Do not answer a question by referring to the answer of a previous question; restate the answer or recopy the answer under the new question. If however, the question asks you to provide a copy of something; you may indicate where this copy can be found by an attachment/exhibit number, letter or heading. You are to state the question, then answer the question. Do not number answers without providing the question.

#### G. Ownership, Public Release and Costs of Proposals

- 1. All proposals submitted in response to this NIC become the property of the OGB and will not be returned to the Proposers.
- 2. Costs of preparation, development and submission of the response to this NIC are entirely the responsibility of the Proposer and will not be reimbursed in any manner.
- 3. Proprietary, Privileged, Confidential Information in Proposals: After award of the Contract, all proposals will be considered public record and will be available for public inspection during regular working hours.

As a general rule, after award of the Contract, all proposals are considered public record and are available for public inspection and copying pursuant to the Louisiana Public Records Law, La. R.S. 44.1 et. seq. OGB recognizes that proposals submitted in response to the NIC may contain trade secrets and/or privileged commercial or financial information that the Proposer does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of such data may be restricted, provided the Proposer marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

"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 OGB shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the right of OGB to use or disclose data obtained from any other source, including the Proposer without restrictions".

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

You are advised to use such designation only when appropriate and necessary. A blanket designation of an entire proposal as Confidential is NOT appropriate. Your fee proposal may not be designated as Confidential.

It should be noted, however, that data bearing the aforementioned legend shall be subject to release under the provision of the Louisiana Public Records Law, L.R.S. 44.1 et. seq. The OGB assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose. It should be noted that any resultant contract will become a matter of public record.

The OGB reserves the right to make any proposal, including proprietary information contained therein, available to the Office of the Governor, Division of Administration, Office of Contractual Review, or other state agencies or organizations for the purpose of assisting the OGB in its evaluation of the Proposal. The OGB will require such individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation.

In addition, you are to provide a redacted version of your proposal omitting those responses (or options thereof) and attachments that you determine are within the scope of the exception to the Louisiana Public Records Law. In a separate document, please provide the justification for each omission.

The State of Louisiana Office of Group Benefits (OGB) will make the edited proposal available for inspection and/or copying upon the request of any individual pursuant to the Louisiana Public Records Law without notice to you.

#### **SECTION II**

#### **SCHEDULE OF EVENTS**

#### A. Time Line

NIC Issued - Public Notice by Advertising in the Official Journal of the State/Posted OGB Website/Posted to LAPAC	October 2, 2006
NIC Mailed or Available to Prospective Proposers Posted to OGB Website; Posted to LAPAC	October 2, 2006
Deadline to Notify OGB of Interest to Submit a Proposal (MANDATORY)	October 10, 2006
Deadline to Receive Written Questions	October 10, 2006
Response to Written Questions	October 13, 2006
Proposer Conference - Attendance in Person (MANDATORY)	October 17, 2006
Response to Additional Questions	October 20, 2006
Proposals Due to OGB	November 9, 2006
Finalist's Interviews/Site Visits	TBD
Probable Selection and Notification of Award	TBD
Contract Effective Date	April 1, 2007
NOTE: The OGB reserves the right to deviate from this schedule.	

#### B. Mandatory - Notification to OGB of Interest to Submit a Proposal

All interested Proposers shall notify OGB of its interest in submitting a proposal on or before the date listed in the Schedule of Events. Notification should be sent to:

Tommy D. Teague Chief Executive Officer Office of Group Benefits Post Office Box 44036 5825 Florida Blvd. 2<sup>nd</sup> Floor Baton Rouge, LA 70806

Fax: (225) 925-4721

E-Mail: <u>bstromain@ogb.state.la.us</u>

#### C. Written Questions

Written questions regarding the NIC are to be submitted to and received on or before 4:00 p.m., Central Standard Time (CST) on the date listed in the Schedule of Events. Written questions should be directed to the address listed above (Section B).

#### D. Mandatory - Proposers Conference

The Proposers Conference will be held in the boardroom at 10:00 a.m. Central Standard Time (CST) at the following location:

Office of Group Benefits 5825 Florida Boulevard 2<sup>nd</sup> Floor Baton Rouge, LA 70806

A representative of your organization must participate in person at the Mandatory Proposers Conference scheduled for approximately 10:00 a.m. Central Standard Time (CST) on the date listed in the Schedule of Events. OGB staff will be available to discuss the proposal specifications with you and answer any questions you may have in regards to submitted questions.

Proposals will only be accepted from Proposers that have met this mandatory requirement. Attendance by a subcontractor is welcome, but will not be an acceptable substitute for a representative of the primary proposing firm/organization.

#### E. Proposal Due Date

The original proposal must be signed by an authorized representative of your firm/organization and delivered, together with eight (8) numbered copies, between the hours of 8:00 a.m. and 4:00 p.m. Central Standard Time (CST) on or before the date listed in the Schedule of Events at the address listed above (Section B).

#### SECTION III

#### PROPOSAL EVALUATION

#### A. Proposal Evaluation

Proposals will be evaluated by a Selection Committee. Each proposal will be evaluated to insure all requirements and criteria set forth in the NIC have been met. Failure to meet all of the Proposer Requirements will result in rejection of the proposal.

After initial review and evaluation the Selection Committee may invite those firms whose proposals are deemed reasonably susceptible of being selected for award for interviews and discussions at the Program's offices in Baton Rouge, Louisiana, or the Committee may make site visits to the firm's office and conduct interviews and discussions on site. The interviews and/or site visits will allow the Committee to substantiate and clarify representations contained in the written proposals, evaluate the capabilities of each firm and discuss each firm's understanding of the Program's needs. The results of the interviews and/or site visits, if held, will be incorporated into the final scoring for each firm selected as a finalist.

Following interviews and discussions, scoring will be finalized in accordance with the mandatory requirements and evaluation criteria below. The proposal receiving the highest total score will be recommended for contract award.

#### B. Evaluation Criteria

After determining that a proposal satisfies the minimum requirements stated in the NIC, an assessment of the relative benefits and deficiencies of each proposal, including information obtained during the interviews and discussions and/or site visits, shall be made using the following criteria:

1.	Qualifications and Experience of the Firm and Assigned Staff	50 points
2.	Assessment of Projected Program Three Year Savings	150 points
3.	Functional Business Strategy	150 points
4.	Cost Proposal (Fee Quote) and Fees at Risk	400 points
5.	Reporting Capabilities	100 points
6.	Program Engagement and Delivery	150 points
	Total Points	1,000 points

#### C. Required Evaluation and Savings Calculation

**Evaluation of Three Year Savings** 

All proposals will be evaluated on their projected three year savings to the program. The vendor shall specifically and clearly state a projected cost savings to the OGB based on the following assumptions:

- Cost savings = (Projected Program cost without disease management) minus
   (Projected Program cost with disease management)
- All dollar amounts are fixed without regards to inflation or adjustments due to time.
   (No time value of money adjustments)
- Program costs include medical claims and pharmacy claims.
- Plan Year ending 6-30-2006 is the base year for comparison. (OGB will provide claims data for the base year).
- Year one projected savings = (Claims for Plan Year ending 6-30-06) minus (Projected amount that Plan year ending 6-30-06 would have been using vendor's program)
- Year two projected savings= (Claims for Plan Year ending 6-30-06) minus (Projected amount that Plan year ending 6-30-07 would be using vendor's program)
- Year three projected savings = (Claims for Plan Year ending 6-30-06)minus (Projected amount that Plan Year ending 6-30-08 would be using vendor's program)
- Assume rate of new diagnoses of covered diseases remains stable for all years.
- Plan Costs only to be considered member copays or coinsurance excluded.
- Include false positives in calculations.

#### D. Cost Evaluation

The Proposer that provides the lowest contract amount will be awarded the full points for cost of services.

All expenses (personal compensation, travel, office supplies, copies, etc) should be included in your cost proposal.

Points for other proposals shall be awarded using the following formula:

$$(X)$$
 x 400 points = Z

Where: X = lowest computed cost for any proposal
N = actual computed cost awarded to the proposal
Z = awarded points

Note: Options including Disease Management and Health Promotion will be split 300 points and 100 points respectively for a total of 400 points.

#### **SECTION IV**

#### PROPOSER REQUIREMENTS

#### A. Proposers Requirements

To be eligible for consideration, a Proposer must provide documentation of the following:

- 1. Have a minimum of three (3) years of operational experience in providing disease management services.
- 2. Must have a representative of your organization attend the Mandatory Proposer's Conference.
- 3. Must submit your firm's audited financial statements for your most recent two fiscal years.
- 4. Have at least one current client with 100,000 or more covered lives (including dependents) for which your organization provides disease management services.
- 5. Have the ability to demonstrate impact and financial outcomes consistent with the methodology outlined in Section III C.
- 6. Have used OGB-specific medical and pharmacy claims for pricing and disease prevalence determination. Book of business pricing is not acceptable.
- Use an Opt In model, meaning all identified members who are contacted by vendor actively agree to participate in disease management appropriate to their current risk level.
- 8. Use of the following definition for a participant in disease management:

An eligible employee, or their eligible dependent, who agrees to engage in a condition management program, completes an initial assessment with a nurse health coach and engages in one or more interactions with a chronic condition nurse health coach(es).

#### **SECTION V**

#### PROPOSER INFORMATION

#### TAB 1 of Proposal Audited Financial Statements

Please submit your firm's audited financial statements for your most recent two fiscal years.

### TAB 2 of Proposal Proposer Information (Please be sure to include all requested information)

#### A. PRIMARY PROPOSER

Please provide the following for your Organization:

- Name
- Address
- Principals
- Date Founded
- Contact Person Name and Title
- Telephone Number and Extension
- Fax Number
- E-Mail Address

#### B. PARENT COMPANY

SAME INFORMATION AS LISTED IN (A).

#### C. SUBSIDIARIES/AFFILIATES TO PERFORM SIGNIFICANT SERVICES

SAME INFORMATION AS LISTED IN (A) FOR EACH SUBSIDIARY AND AFFILIATE.

#### **SECTION VI**

#### PROPOSERS QUALIFICATIONS/EXPERIENCE

Tab 3 - 6 of Proposal

#### **TAB 3**

### QUALIFICATIONS AND EXPERIENCE OF PROPOSER AND ASSIGNED STAFF (SCORING APPLIES)

- 1. Please provide a <u>brief</u> summary of the background and history of your organization and provide a brief summary of characteristics that you believe differentiate your organization from your competitors in your ability to provide the services pursuant to this NIC and resulting contract.
- 2. Please identify all key personnel who will be assigned any responsibility under a Contract pursuant to the services of this NIC and resulting contract, defining the role and providing credential of each. Include a biography for which include the individual's education, training and experience in providing the same or similar services; identifying clients for which such services have been performed.
- 3. What are your requirements for continuing professional development of the staff that will provide services pursuant to this NIC and resulting contract? Confirm that these requirements have been met during the past (5) five years.
- 4. Has your firm undergone any reorganization/restructuring within the past five (5) years? If yes, explain.
- 5. Provide a list of all client organizations that you currently provide Disease Management services.
- 6. Provide at least one (1) current client organization that can be contacted as a reference with a group size of one hundred thousand (100,000) covered lives (including dependents) for which your firm has provided/are providing Disease Management services.
- 7. If available provide at least two (2) current governmental client organizations that can be contacted as a reference for which your firm has provided/are providing Disease Management services. Provide the name, title, address, and telephone number of your principal contact and the effective dates of the contract.

#### TAB 3 (CONTINUED)

- 8. If available provide at least two (2) other <u>current</u> client organizations that can be contacted as a reference for which your firm has provide/are providing Disease Management services. Provide the name, title, address, and telephone number of your principal contact and the effective dates of the contract.
- 9. List the client organizations for whom you previously provided Disease Management services that have terminated your services within the previous two (2) years. For each such client please describe the nature and scope of the services which you provided, state the reason for termination and provide the name, title, address, and telephone number or your principal contact.

#### **TAB 4**

### ASSESSMENT OF PROJECTED PROGRAM THREE YEAR COST SAVINGS (SCORING APPLIES)

Proposing vendors shall state specifically in the format outlined below what the vendor's projected three year cost savings is with implementation of the vendor's Option I and Option II proposals.

In stating the Projected Program Three Year Cost Savings, the vendor must use the assumptions outlined in Section III C (Evaluation of Three Year Cost Savings).

In addition to using the stated assumptions, the vendor must complete the following Table of Projected Three Year Cost Savings.

Option I: Disease Management Only (Asthma, Coronary Artery Disease, Chronic Obstructive Pulmonary Disease, Chronic Heart Failure and Diabetes)

#### TABLE OF PROJECTED THREE YEAR COST SAVINGS

YEAR	BASELINE YEAR COSTS (year end 06-30-2006 data provided by OGB)	PROJECTED COSTS Option I	PROJECTED SAVINGS
YEAR 1 APR '07 THRU MAR '08			
YEAR 2 APR '08 THRU MAR '09			
YEAR 3 APR '09 THRU MAR '10			

Option II: Disease Management (Asthma, Coronary Artery Disease, Chronic Obstructive Pulmonary Disease, Chronic Heart Failure and Diabetes) and Health Promotion (Health Risk Assessment and At Risk Targeted Intervention)

#### TABLE OF PROJECTED THREE YEAR COST SAVINGS

YEAR	BASELINE YEAR COSTS (year end 06-30-2006 data provided by OGB)	PROJECTED COSTS Option II	PROJECTED SAVINGS
YEAR 1			
APR '07 THRU MAR '08			
YEAR 2			
APR '08 THRU MAR '09			
YEAR 3			
APR '09 THRU MAR '10			

Option III: Disease Management (Asthma, Coronary Artery Disease, Chronic Obstructive Pulmonary Disease, Chronic Heart Failure, Diabetes, Depression and Obesity)

#### TABLE OF PROJECTED THREE YEAR COST SAVINGS

YEAR	BASELINE YEAR COSTS (year end 06-30-2006 data provided by OGB)	PROJECTED COSTS Option III	PROJECTED SAVINGS
YEAR 1 APR '07 THRU MAR '08			
YEAR 2 APR '08 THRU MAR '09	<u> </u>		
YEAR 3 APR '09 THRU MAR '10			

Option IV: Disease Management (Asthma, Coronary Artery Disease, Chronic Obstructive Pulmonary Disease, Chronic Heart Failure, Diabetes, Depression and Obesity) and Health Promotion (Health Risk Assessment and At Risk Targeted Intervention)

#### TABLE OF PROJECTED THREE YEAR COST SAVINGS

YEAR	BASELINE YEAR COSTS (year end 06-30-2006 data provided by OGB)	PROJECTED COSTS Option IV	PROJECTED SAVINGS
YEAR 1			
APR '07 THRU MAR '08			
YEAR 2			
APR '08 THRU MAR '09			•
YEAR 3			
APR '09 THRU MAR '10			

A. Please provide a narrative that details the specific means by which the projected savings will be achieved for each Option. Additionally, provide historical and empirical data that substantiates that the methods will work for the OGB population.

## TAB 5 Functional Business Proposers' Questionnaire

1. Confirm what following programs or services are available through your organization.

					,
Program or Service	Operational (List date it became operational)	In Development (List date it will become operational)		Delivery	List Sub-contractor/ Strategic Partner. Please describe your relationship if Strategic Partner.
Disease Management				Internal	
Bioddo Mailagamani	_			Subcontracted	
				Strategic partner	
Health Promotion				Internal	
				Subcontracted	
			ا	Strategic partner	
Health Risk Assessment				Internal	
Paper				Subcontracted	
Onsite				Strategic partner	
Online					
Low Health Risk				Internal	
Programs	0			Subcontracted	
Web				Strategic partner	
Onsite					
Telephonic		_			
Moderate Health Risk Programs				Internal	
Web				Subcontracted	
Onsite				Strategic partner	
Telephonic					
High Health Risk				Internal	
Programs				Subcontracted	
Web			-	Strategic partner	
Onsite					
Telephonic					
Health Website				Internal	]
				Subcontracted	
				Strategic partner	
Communications				Internal	
				Subcontracted	
				Strategic partner	ļ.

Program or Service	Operational (List date it became operational)	In Development (List date it will become operational)	Delivery	List Sub-contractor/ Strategic Partner. Please describe your relationship if Strategic Partner.
Incentives			Internal Subcontracted Strategic partner	

- 2. Service approach: Provide program description for each of the following Disease Management Programs: (1) Cardiovascular (CAD, CHF, Hypertension, Hyperlipidemia); (2) Diabetes; (3) Pulmonary Diseases including COPD and Asthma. Designate the organization structure and chain of command of the unit or group that will provide services.
- 3. Provide Sample Reports including: Financial Outcomes and ROI, Clinical Outcomes, Functional Status, Satisfaction (Member, Provider, Client).
- 4. Provide list of published evidence based sources for clinical care guidelines in use.
- 5. Provide sample 90 day implementation plan for OGB including OGB staff and resource requirements.
- 6. Do you anticipate subcontracting any service or requirement of the Contract? If yes, please describe the services that will be subcontracted and how your firm will assure the continuing availability and control of the quality of the services.

#### **Disease Management**

7. Please complete the following table by providing information for disease management services.

Program	Delivery	Accreditation (JCAHO, URAC and/or NCQA)
Asthma	Internal	N/A
	Subcontracted to	NCQA URAC
		JCAHO Other:

Program	Delivery	Accreditation
		(JCAHO, URAC and/or NCQA)
Congestive Heart	Internal	N/A
Failure (CHF)	Subcontracted to	NCQA
		URAC
		JCAHO
		Other:
Chronic Obstructive	Internal	N/A
Pulmonary Disease	Subcontracted to	NCQA
(COPD)		URAC
		JCAHO
		Other:
Coronary Artery	Internal	N/A
Disease (CAD)	Subcontracted to	NCQA
		URAC
		JCAHO
		Other:
Diabetes	Internal	N/A
	Subcontracted to	NCQA
		URAC
		JCAHO
		Other:
Depression	Internal	N/A
•	Subcontracted to	NCQA
		URAC
		JCAHO
·		Other:
Obesity	Internal	N/A
	Subcontracted to	NCQA
		URAC
	•	JCAHO
		Other:

8. Please describe how individuals are identified for disease management. Please provide the acuity levels that your organization typically identifies in a client population and describe the criteria for acuity classification.

- 9. Please describe the data and information (health care utilization, health care costs, co-morbid conditions, psychosocial factors, self-reported information) used to stratify program participants, data used in identification process (required prime identifier, optional data, etc.), and how frequently (weekly, annually, real time as reported, per event, etc.) this information is used in the stratification process. Please consider initial stratification and on going participant stratification in your response.
- 10. How does a participant change strata? What criteria are used? Be specific.
- 11. Please indicate the expected prevalence and participation by condition for the OGB population. It is a requirement of this proposal that you complete the table below with estimated prevalence and participation for OGB based on their demographics: DO NOT USE BOOK OF BUSINESS ESTIMATES.

	Estimated Prevalence (%)	Estimated Lives with Condition Prevalence (#)	Estimated Participation (%)	Estimated Number of Participants (#)
Asthma				
Congestive Heart Failure (CHF)				
Chronic Obstructive Pulmonary Disease (COPD)				
Coronary Artery Disease (CAD)				
Diabetes				
Depression				
Obesity				

- 12. How are eligibles that decline to participate identified and categorized so that they don't receive mailings and are not repeatedly contacted to join the program?
- 13. Please provide "graduation" criteria for disease management services where applicable. If participants do not "graduate" please describe your model for reaching specific milestones and successfully managing their health.
- 14. OGB would like to understand your organization's participation rates in disease management that you administer. Please complete the table below according to your book-of-business.

		Average rate of participation among all employer sizes	Average rate of participation among large employers (>100,000 covered lives)
Ξ	Disease Management		

- 15. How is clinical staff (disease managers) assigned to a particular participant (e.g. risk level, condition, geography, etc.)? At what point in the identification and program invitation process is clinical staff assigned to a particular participant (e.g. stratification, initial contact, etc.)?
- 16. Provide the staffing structure for your disease management services as related to direct participant contact. Please provide an explanation for turnover rates greater than 10 percent.

Administration/Operations	Total #	Required Education & Experience	Average Years of Experience	2006 Turnover to date	Comments:
Account Management					
Quality Improvement					
Call Center Management					
Communications Support					
Program Evaluation					
IT/IS Staff					
Customer Service					
Physicians	_				
Pharmacists		•		_	
Registered Nurses					
Non-RN Coaches	-				
Program Management					
Other					

17. Please describe the training requirements for your staff by completing the table below.

Provider	Annval Vialiding Required	Number of House Regulad Annually	gueganegar Gueganegar	Billight to eddl
Physician				•
Pharmacists				
RNs				
Non-RN Counselors				
Customer Service/ Communications Staff				
Other:				

Delivery	Low Risk	Moderate Risk	High Risk
Percent of program delivery that is mail-based			
Percent of program delivery that is online/electronic			
Percent of program delivery that is telephonic			

19. OGB would like to understand the <u>frequency</u> of program delivery of disease management outreach and education to program participants. Please complete the table below according to standard program operation. Responses may include 1x per week, 4x per year, as needed, etc. If more than a three-tiered approach, please add additional risk levels.

Method	Low Risk	Moderate Risk	High Risk
Frequency of mail-based contact	,		
Frequency of electronic contact			
Frequency of telephonic contact			

20. OGB believes building patient-provider relationships is a key element of successful disease management. Please describe how your organization encourages the development of patient-provider relationships. Include in your discussion a description of resources and outreach to providers (patient statistic updates, outcomes of health coach/condition management calls, preventative guidelines, etc.). (Please add rows to the table below to describe greater than three communication pieces.)

Education/Communication Piece – Name/Brief Description	Mode of Delivery	Frequency
[Name/Brief Description]	Mail-based	One time
	E-mail	Weekly
	Web-based	Monthly
	Telephonic	As needed
	Print	Other:
	Onsite	

Education/Communication Piece – Name/Brief Description	Mode of Delivery	Frequency
[Name/Brief Description]	Mail-based	One time
	E-mail	Weekly
	Web-based	Monthly
	Telephonic	As needed
	Print	Other:
	Onsite	
[Name/Brief Description]	Mail-based	One time
	E-mail	Weekly
	Web-based	Monthly
	Telephonic	As needed
	Print	Other:
	Onsite	

21. How do you track and report on physician interaction events?

#### **Health Promotion**

22. Please complete the table below based on general health education and information that your organization provides.

Program or Sarvice	Health Management Tople	(Amadem Lung Association, මාල, (Amadem Lung Association, මාල,
General Health Education Information & Guideline Publications	□ Back Care □ Cholesterol Reduction □ Ergonomics □ Hypertension □ Nutrition □ Physical Activity/Fitness □ Prenatal □ Self-Care □ Smoking Cessation □ Stress Management □ Weight Management □ Other:	

- 23. Please describe your onsite wellness services (e.g. health fairs, biometric screenings) offered?
- 24. Do you offer preventive screening reminders? If so, what reminders are offered?
- 25. Are you able to follow up on those that received reminders and track their participation of preventive screenings?
- 26. Are you able to distribute Health Promotion newsletters both at work (interoffice) and via mail to homes?
- 27. Do you have a dedicated web site for participants? If so, please provide a user name and password.
- 28. If you have a dedicated web site for program participants, check the programs and services available. Also, indicate whether the programs or services can be personalized or whether information can be "pushed" to the participant. Check the programs and services available in the table below.

	Included		Information can	Information can
Program or Service	Yes	No	be Personalized	be "Pushed" to Participant
Ability to Enroll Online		-		
Health Risk Assessments				
General Health Information				
Disease-Specific Information				
Drug Information				
Health Improvement Information				
Biometric Tracking				
Medication Tracking				
Medical Record				
Health Report				
Reminders for Preventive Exams		•		
Responses to Medical Questions				
"Chat" Capabilities with Nurse or Other Health Professional				
Support Groups				
Links to Other Health Sites				
Other:				

#### **Health Risk Assessment (HRA)**

- 29. Please describe the health risk assessment tool(s) your organization is proposing. Please include in your description, number of assessment questions, average length of time necessary to complete the assessment, and health topics/conditions/risks addressed in the assessment. What about your approach is a key differentiator for your organization and the results you can report on the OGB population?
- 30. Describe customization options for your questionnaire and participant results booklet.
- 31. Please describe the information given to the HRA participant as an immediate result of HRA participation. Describe how the results are tailored to the participant's risk and readiness to change.
- 32. Is your organization able to report an individual's health risk change to the individual from their initial assessment to future assessments?
- 33. Is your organization able to report population health risk changes to OGB? What is your reporting frequency for this information?
- 34. OGB would like to understand your organization's participation rates in the HRA that you administer. Please complete the table below according to your book-of-business.

	Average rate of participation of total population among all employer sizes	
HRA without Incentive		
HRA with Incentive		

35. What are the common modes for HRA's and what would be the most effective incentive mode? Please explain.

#### **At-Risk Targeted Intervention Programs**

- 36. Please list the risk reduction interventions currently available:
  - Back Care
  - Cholesterol Reduction
  - Hypertension
  - Nutrition
  - Physical Activity/Fitness
  - Prenatal
  - Tobacco Cessation
  - Stress Management

•	Weight Management
•	Other (Please specify):
Ple	ease describe the intervention(s) listed above:

- 37. Please describe what triggers an invitation for an individual to participate in a risk reduction program (HRA score, other data, etc.). Please describe the risk levels that your organization typically stratifies individuals into when assigning risk status and describe the criteria for risk classification.
- 38. Please describe the risk reduction program invitation process for newly identified individuals. Please address how this differs, if any, for risk level.
- 39. OGB would like to understand your organization's participation rates in the risk reduction programs that you administer. Please complete the table below according to your book-of-business.

Risk Reduction	Average rate of participation of total population among all employer sizes	Average rate of participation of total population among large employers (>10,000 employees)
High Risk		
Moderate Risk		
Low Risk		

40. OGB would like to understand the <u>delivery</u> of risk reduction education and outreach to program participants. Please complete the table below according to your standard program operation.

Delivery	Low Risk	Moderate Risk	High Risk
Percent of program delivery that is onsite			
Percent of program delivery that is online/electronic			
Percent of program delivery that is telephonic			

41. OGB would like to understand the <u>frequency</u> of program delivery of risk reduction outreach and education to program participants. Please complete the table below according to standard program operation. Responses may include 1x per week, 4x per year, as needed, etc.

Method	Low Risk	Moderate Risk	High Risk
Frequency of onsite contact			
Frequency of electronic contact			
Frequency of telephonic contact			

- 42. What is the average percent of risk reduction program participants who complete the program? Please define program completion.
- 43. What is the average percent of risk reduction program participants that drop out of the program? Please clearly identify when a member is classified as no longer a participant in the program if they did not complete.

#### **Communications**

- 44. Please describe the options for customer-branded communication campaigns that you would provide to OGB (print, online, onsite, etc.). Please be specific as to what communication support you provide within your pricing, e.g., list annual deliverables (such as annual assessments), periodic deliverables (such as newsletters or enewsletters), meetings, etc.
- 45. Please provide samples of communication materials you can provide for each product or component of the program(s) contained in your quote.
- 46. Please provide a sample communications plan for year one of the programs. OGB would like weekly communication in months one and two after program launch and monthly thereafter. New hires and campaigns to be included with the communications. Please provide a quote for these materials in the financial proposal section.
- 47. Please provide your value proposition for how communications affects participation (i.e., how a postcard mailing can provide an x% increase in participation.).

#### **Program Integration**

48. Complete the chart below to identify the level of integration between disease management and health promotion programs. Please use the following legend to indicate the current level of integration:

#### Level A:

- Some program coordination
- Some ongoing or ad hoc data linkages

#### Level B:

- One integrated strategy and ongoing management
- Some consistency in care protocols
- Some programs communicated in integrated manner

#### Level C:

- Integrated management team
- Coordinated plans provisions and policies to reinforce appropriate behavior, consistent message, simplified understanding
- Simplified administration
- Full data integration, providing total cost and health outcomes perspective
- Integrated communications and nurse/coach training

Please fill in A, B or C to indicate the level of integration: ntervention line/Health Promotion Behavioral **Targeted** Advocacy Maternity Complex Neonatal Worker's At Risk Disease Nurse mgmt Health mgmt HRA CCM EAP **Health Promotion** HRA At Risk Targeted Intervention Nurse line/Health Advocacy Disease management Maternity management Neonatal care management Complex case management Catastrophic Case Management **EAP** Behavioral health Worker's compensation

- 49. Please describe how all programs are linked, specifically addressing the following:
  - a. How HRA data is used to identify disease management participants?
  - b. How the disease management and case management programs are linked?
  - c. How hand-offs/referrals occur between programs (e.g. from disease management to case management)?

Please attach any necessary flow charts or visual aids to clearly explain the level and type of integration between programs.

50. How will you address the issue of cultural diversity and meet these special target needs and challenges within the OGB population? Please explain your programs and how diversity will be incorporated in program integration for OGB. What programs have you done that were successful (site examples), and is any additional staff required?

#### **Savings Methodology**

- 51. Please describe your standard savings methodology (include definitions of all terms).
- 52. Please provide a blinded copy of a client report.
- 53. How often are these evaluations performed?
- 54. Is there an extra cost associated with providing this information?

#### **Quality Assurance**

- 55. With regards to call center management, please explain the infrastructure in place to support the monitoring and measurement of call center quality.
- 56. What are your key measures of quality?
- 57. How do you track, measure, and report on key measures of quality? How do you use this information organizationally to improve care delivery, quality and efficiency?
- 58. What type of call monitoring do you use to monitor in-bound calls for speed of answer and quality?
- 59. How is quality of care complaints handled?
- 60. What type of monitoring system do you have in place for tracking questions, complaints and issue resolution and providing customer specific results back to the customer?

- 61. Is there an automated mechanism to track issues/complaints/grievances to resolution?
- 62. What is the turnaround time for problem resolution?
- 63. Who is responsible for monitoring customer satisfaction?

#### Systems and Data Reporting

- 64. Please identify the types of reporting you are able to provide OGB for your organization's disease management and health promotion programs.
- 65. What is the current system platform used to support the delivery of your disease management programs? Address the following in your response: tools used to facilitate the delivery of your programs including data management, program monitoring, tracking and reporting. Is the system owned? Are you able to make changes/upgrades at will? If yes, is there a cost for requested changes/upgrades?
- 66. How does technology help you (your staff) to manage cases across the continuum of care?
- 67. What capabilities do your systems have to interface with another vendor's systems?
- 68. If web-based technology for patients and/or providers is used in the delivery of your programs, what services are offered on-line? Are these services included in or at additional cost to the proposed DM program? Please include in your response current use and future expansion intentions.
- 69. What is your financial investment in IT systems? Please provide evidence of investment for the past three years as well the next three years.
- 70. Please identify the reporting variables you are able to provide OGB for your organization's disease management and health promotion programs.

	Accessible via secure Internet site/web database?	Variable is currently measured	Will provide OGB- Specific Reporting		Reporting – If Yes, How Often?		
			Yes	No	Monthly	Quarterly	Annually
Number of at-risk identified individuals							
Number of enrolled participants by condition							
Number of enrolled participants by condition and risk level							

	Accessible via secure Internet site/web database?  Accessible Variable is currently measured		Will provide OGB- Specific Reporting		Reporting – If Yes, How Often?		
			Yes	No	Monthly	Quarterly	Annually
Number of participants who have voluntarily dropped out							
Number of participants who have completed the program							
Participation							
Participation frequency - % of recommended contacts per enrollee							
Health risk change							
Health risk reduction							
Clinical outcomes	*						
Utilization of care							
Participant satisfaction							
Physician satisfaction							
Claims savings – prescription drug only							
Claims savings – diagnosis specific							
Claims savings – total							
Absenteeism							
Occupational or non-occupational disability							
Productivity							
Quality of life							
Functional Capacity (e.g. SF-36)							
ROI (defined as program savings divided by program cost)							
Administration							
Other: [100 characters]							

## TAB 6

# **PERFORMANCE MEASURES**

OGB anticipates that a portion of your fees will be placed at risk to demonstrate a commitment to the effective delivery of their disease management services.

In this section, OGB defines measures for *Operational and Clinical* performance. Please indicate the areas you are willing to hold as performance guarantees or performance measures in the chart below.

en e	Perform.		Perform.	% Fee at
Category or Metric	Measure	Objective/Goal	Guarantee	Risk
Outreach				<u>.</u>
Disease		Ninety-eight (98%) of targeted, reachable		
Management	☐ Yes	members will have a clinical assessment	Yes	
Assessment	☐ No	based on disease state	□ No	
Engagement				
HRA	Yes	At least fifty percent (50%) of eligible	Yes	T
	No	population completed the HRA	□No	
First Attempt		First attempt to outreach new candidate will	□Yes	
'	│	occur within five (5) working days after	☐ No	
	. —	receipt of referral		<u> </u>
# of attempted calls	☐ Yes	No guarantee - reporting only	Yes	-
by acuity level	☐ No		□ No	
# of completed calls		One (1) completed call per member per		İ
by acuity level	l	month for high acuity		
	☐ Yes	One (1) completed call per member per	∐ Yes	
	☐ No	quarter for moderate acuity	□No	
		One (1) completed call per member per		
Total # of walance	<u> </u>	year for low acuity  No quarantee - reporting only		<del> </del>
Total # of welcome		i No guarantee - reporting only		
calls or attempted calls following			1	
mailing of a failed	☐ Yes		☐ Yes	
attempt level for	∏ No		☐ No	
Disease				
Management				
members				
High acuity -		Forty (40%) of moderate and high acuity		
completion of initial		eligible members will register for programs		
assessment and on-				j
going interactions		Eighty (80%) of those moderate and high	l	
with disease	☐ Yes	acuity participants will complete the	🔲 Yes	
manager	☐ No	program	□ No	
Moderate acuity -		One hundred (100%) of reachable low		
completion of initial		acuity participants will receive one (1)		
assessment and		phone call per year		1
engagement in at	]		<u> </u>	<u>, </u>

General Metric	Perform. Measure	Objective/Goal	Perform: Guarantee	% Fee at
least one additional	7,111,24	The state of the s	4	
interaction				
Low acuity -				
participation in initial				
assessment and				
follow up with				
additional				
information	 		<u> </u>	<u></u>
Website/Web Portal	Services			
Web Site	Yes	Web Site is technically operational and	☐ Yes	
Functionality	□ No	functional by launch date	☐ No	
Web Portal	☐ Yes	At least sixty (60%) of the End Users as of	Yes	
Registration	⊟ No	the Launch Date register for the Web Portal	□ No	
		during Contract Year one		
Materials on Web		All materials provided by Vendor shall be		
Site		reviewed on an annual basis for accuracy.		
		OGB may identify materials that are		
		inaccurate. In the event OGB identifies Vendor-provided materials that are	Yes	
	│	inaccurate and Vendor confirms that such	☐ No	
		material is inaccurate, Vendor shall either	🗆 👯	
		update the material so that it is accurate or		
		remove the material from the Portal within		
		24 hours		
Tracking and	□ V	Initial responses to issues related to	П V	
Resolution of Issues	│	website services within 24 hours or	Yes	
	□ 140	escalated to the appropriate parties	□No	_
Satisfaction				
Account		Develop and maintain detailed Program		
Management		Work Plan		
	_	Conduct weekly conference calls to review		
	□ Yes	status of Program Work Plan	☐ Yes	
	☐ No	Meet in-person on a quarterly basis to	☐ No	
		review program progress, discuss process		
		improvement opportunities and set strategy		
Voor and participant		for future program years		
Year end participant satisfaction survey		Ninety (90%) or more satisfied or very satisfied with program experience		
(timeliness of		satisfied with program expendice		
services.				
responsiveness,	Yes		☐ Yes	
reporting, accuracy,	☐ No		□ No	
directional and				
meaningful				
measures)				
Clinical Performance	Measures			
Eÿidence-Based Guid	leline Compl	iance		
Aethmo ED Lleage		100/ improvement (reduced use) of ED	Т	
Asthma - ER Usage Emergency Room	☐ Yes	10% improvement (reduced use) of ER	☐ Yes	

Garayor Mairie	Perform. Measure	Objective/Goal	Perform: Guarantee	% Fee at Risk
Visits /1000 members for asthma – last 12 mos.	□ No	utilization after 6 months of enrollment compared to previous measurement period (year to year comparison)	□ No	
Asthma - Use of Appropriate Medications (Long- term Controller Meds)	☐ Yes ☐ No	Either 70% of those identified with asthma will be compliant with or 10% improvement in non-compliant group prescribed an asthma Controller Medication (either an inhaled corticosteroid or acceptable alternative medication) during the measurement year comparing measurement year to previous year	☐ Yes ☐ No	
Chronic Obstructive Pulmonary Disease – ER Usage	☐ Yes ☐ No	10% improvement (reduced use) of ER utilization after 6 months of enrollment compared to previous measurement period (year to year comparison)	☐ Yes ☐ No	
Chronic Obstructive Pulmonary Disease – Tobacco Cessation	☐ Yes ☐ No	10% improvement in patients identified as tobacco users who received cessation intervention during the two-year measurement period comparing measurement year to previous year	☐ Yes ☐ No	
Chronic Obstructive Pulmonary Disease - Percentage with Adherent Use of Short- Acting Bronchodilator Medications	☐ Yes ☐ No	Either 80% of those identified with COPD will be compliant with short-acting bronchodilator medications or 10% improvement in non-compliant group prescribed a short-acting bronchodilator medication during the measurement year comparing measurement year to previous year	☐ Yes ☐ No	
Chronic Heart Failure Management - % of members with CHF taking ACEI/ARB	☐ Yes ☐ No	Year 1, Either 75% of those identified with CHF prescribed ACEI /ARB or a 10% improvement in the non-compliant group. This will increase to 80% in Year 2	☐ Yes ☐ No	
Chronic Heart Failure Management - % readmitted within 30 days of last hospitalization	☐ Yes ☐ No	Improvement of 10% or more from the baseline or previous measurement period once baseline established	☐ Yes ☐ No	
Coronary Artery Disease - Beta Blocker Use After AMI	☐ Yes ☐ No	Year 1,Either 85% of enrolled members will be prescribed a beta-blocker, ACE Inhibitor or ARB within 3 months of discharge after an AMI or will demonstrate a 10% improvement in the non-compliant group over the previous measurement This will increase to 90% in Year 2	☐ Yes ☐ No	
Coronary Artery Disease - % of members with CAD taking ACEI/ARB	☐ Yes ☐ No	Year 1, Either 80% of identified members with CAD will have a prescription for an ACE inhibitor or ARB (or will self-report that they are taking one), or will demonstrate a 10% improvement in the non-compliant group over the previous measurement period. This will increase to 85% in Year 2	☐ Yes ☐ No	

Category or Metric	Perform. Measure	Objective/Goal	Perform. Guarantee	% Fee at
Coronary Artery Disease - LDŁ Cholesterol Testing	☐ Yes ☐ No	Either 90% of enrolled members will have annual LDL testing completed or a 10% improvement in the non-compliant group over the previous measurement period.	☐ Yes ☐ No	, , , , , , , , , , , , , , , , , , ,
Coronary Artery Disease - Cholesterol Management	☐ Yes ☐ No	Either 50% of enrolled CAD members will have an LDL-C <130 mg/dL after being enrolled for at least 6 months or a 10% improvement in the population not meeting an LDL-C <130 mg/dL.	☐ Yes ☐ No	
Coronary Artery Disease Management	☐ Yes ☐ No	85% of enrolled members with LDL >130 will self-report reduced LDL count – do they have lab data? I would make this a lab claim data metric rather than a self-report metric.	☐ Yes ☐ No	
Coronary Artery Disease Management	☐ Yes ☐ No	85% of enrolled members with hypertension will self-report reduced blood pressure levels	☐ Yes ☐ No	
Coronary Artery Disease Management	☐ Yes ☐ No	30% will report improved physical function	☐ Yes ☐ No	
Coronary Artery Disease Management	☐ Yes ☐ No	30% will report improved mental function	☐ Yes ☐ No	
Diabetes – Annual A1c screening	☐ Yes ☐ No	HbA1c testing: 80-82% in Year 1; 85-87% in Year 2; 88-90% in Year 3	☐ Yes ☐ No	
Diabetes - A1c results demonstrating BG control	☐ Yes ☐ No	70% of adult members identified with diabetes will demonstrate blood glucose control with a recent A1c of <7%; or a 10 % improvement in the group not meeting over the previous measurement period.	☐ Yes ☐ No	
Diabetes – Annual Lipid Screening	☐ Yes ☐ No	LDL screening: 76-78% in Year 1; 82-84% in Year 2; 87-89% in Year 3	☐ Yes ☐ No	
Diabetes - Nephropathy Monitoring (annual microalbumin testing)	☐ Yes ☐ No	Nephropathy: 47-49% in Year 1; 56-58% in Year 2; 64-66% in Year 3	☐ Yes ☐ No	
Diabetes – Annual Eye (Retinal) Exam	☐ Yes ☐ No	Retinal eye exam: 59-61% in Year 1; 64- 66% in Year 2; 68-70% in Year 3	☐ Yes ☐ No	
Depression - Effective Acute Phase Treatment	☐ Yes ☐ No	≥75% of those identified with a new episode of depression will be adherent with prescribed antidepressant medication during the acute treatment phase (84 days)	☐ Yes ☐ No	
Depression – Effective Continuation Phase Treatment	☐ Yes ☐ No	≥60% of those identified and prescribed antidepressant medication during the acute treatment phase will remain adherent for at least 6 months (180 days) post acute phase	☐ Yes ☐ No	

Category or Metric	Perform. Measure	Objective/Goal	Perform: %Fee at, Guarantee Risk		
Utilization					
Admissions - Reduce disease specific hospital admissions (combined for all disease programs)	☐ Yes ☐ No	Overall inpatient days/1000 members will be reduced (TBD based on baseline)	☐ Yes ☐ No		
Re-Admissions - Reduce disease specific hospital re- admissions within 30 days of discharge (combined for all disease programs)	☐ Yes ☐ No	Overall readmission rates (within 30 days) for patients enrolled in a DM program will be reduced (TBD based on baseline)	☐ Yes ☐ No		
ER Visits	☐ Yes ☐ No	Reduction in ER visits for those enrolled in the DM program (TBD based on baseline)	☐ Yes ☐ No		
Behavior Change Outcomes					
HRA/At Risk Targeted Intervention Program	☐ Yes ☐ No	≥1% improvement in health risks of all employee repeat HRA participants at the end of Year 2, and Year 3 compared to the previous year	☐ Yes ☐ No		

# **SECTION VII**

# **MANDATORY SIGNATURE PAGE**

# Tab 7 of Proposal

	is proposal, together with all attachments and the fee proposal form, is submitted on half of:
Pr	oposer:
۱h	ereby certify that:
1.	This proposal complies with all requirements of the NIC. In the event of any ambiguity or lack of clarity, the response is intended to be in compliance.
2.	This proposal was not prepared or developed using assistance or information illegally or unethically obtained.
3.	I am solely responsible for this proposal meeting the requirements of the NIC.
4.	I am solely responsible for its compliance with all applicable laws and regulations to the preparation, submission and contents of this proposal.
5.	All information contained in this proposal is true and accurate.
Da	ate:Printed Name:
Ti+	do: Signature:

# **SECTION VIII**

# **COST QUOTATION FORM**

Cost Proposal Form is to be submitted in a separate envelope marked "Disease Management NIC Cost Proposal" on the outside of the envelope.

<u>Disease Manageme</u>	THE INIC COS	st Proposai on ti	ie outside of the	
envelope.				
State of Louisiana, Office conditions of the NIC.			ease Management services with the requirements, term	
their eligible dependent, v	vho agrees to ssment with a	engage in a condition nurse health coach	ed as an eligible employee, on management program, and engages in one or more	
Option I: Disease Manag	gement servi	ices (Asthma, Diabe	tes, Coronary Artery Dise	as <u>e</u>
(CAD), Chronic Obstruc Cost should be quoted			, Chronic Heart Failure (Cl pasis for each year.	HF) <u>–</u>
Year 1 Program Cost (Fe	es Only)	\$	PPPM	
Year 2 Program Cost (Fe	es Only)	\$	PPPM	
Year 3 Program Cost (Fe	es Only)	\$	PPPM	
(CAD), Chronic Obstruc	tive Pulmona	ary Disease (COPD)	etes, Coronary Artery Dise , Chronic Heart Failure (Cl Risk Targeted Intervention	<del>IF)</del>
Year 1 Program Cost (Fed Disease Management Health Promotion	es Only) \$ \$	PPPM PEPM		
Year 2 Program Cost (Fed Disease Management Health Promotion	es Only) \$ \$	PPPM PEPM		
Year 3 Program Cost (Fed Disease Management Health Promotion	es Only) \$ \$	PPPM PEPM		

Depression, Obesity)			
Year 1 Program Cost (Fees	s Only)	\$	PPPM
Year 2 Program Cost (Fees	s Only)	\$	PPPM
Year 3 Program Cost (Fees	s Only)	\$	PPPM
Option IV: <u>Disease Manage</u> (CAD), Chronic Obstruction Depression, Obesity) and Targeted Intervention) Procession of the	ve Pulmonary Dis Health Promotio	ease (COPD), Chro	onic Heart Failure (CHF),
Year 1 Program Cost (Fees Disease Management Health Promotion	\$ Only) \$ \$	PPPM PEPM	
Year 2 Program Cost (Fees Disease Management Health Promotion	\$ Only) \$ \$	PPPM PEPM	
Year 3 Program Cost (Fees Disease Management Health Promotion	\$ Only) \$ \$	PPPM PEPM	
NOTE: OGB reserves the State and OGB.	right to select Op	otion(s) which are i	n the best interest of the
All expenses (personal comaterials, telephone tolls			
Proposer			
BY (Print Name)	Titl	e	
Signature	Da	te	
Note: The original and eig	ght (8) copies of t	he Fee Proposal Fo	orm are to be submitted

Option III: <u>Disease Management services (Asthma, Diabetes, Coronary Artery Disease</u> (CAD). Chronic Obstructive Pulmonary Disease (COPD), Chronic Heart Failure (CHF),

in a separate, sealed envelope marked "Disease Management NIC Fee Proposals" on the outside of such envelope. Do not include this Fee Proposal Form in the three-ring binder with the other required portions of your proposal. The following information documents the assumptions behind the costs quoted above.

## **Completion of Tables**

10 10 CC

Please use the tables below to provide more details regarding the assumptions behind your financial quote. Please be as complete and thorough as possible. In preparing your financial response make sure to include all assumptions, as the client will not incur any additional fees throughout the duration of this contract if not addressed in the NIC response.

If your organization is not proposing a program component or condition listed below, please specify in the corresponding space, "Not Proposed".

## **Disease Management Assumptions**

Please indicate expected prevalence, participation, gross savings, ROI and fees by condition. It is a requirement of this proposal that you complete the table below. Please ensure you complete the last line of this table.

:	Estimated Lives with Condition	Estimated Number of	Total Cost	Estimated Gross Dollar	Total		Fees Per Condition
Conditions Under Management	Prevalence (#)	Participants (#)	Participants (\$)	Dollar Total Savings Fees (\$) (\$)	Estimated ROI	PPPM (\$)	
Asthma							
Congestive Heart Failure (CHF)							
Coronary Artery Disease (CAD)							
Chronic Obstructive Pulmonary Disease (COPD)							
Diabetes							
Depression							
Obesity							
Total (Cumulative)							

Please complete the chart below with respect to your assumptions. Of the total participation, what percentage will be in high, moderate, or low acuity programs? It is a requirement that you complete this table.

	· ·	for Percentage Mana te and Low Acuity Pro		
Conditions Under Management	High	Moderate	Low	
Asthma				
Congestive Heart Failure (CHF)				
Coronary Artery Disease (CAD)				
Chronic Obstructive Pulmonary Disease (COPD)				
Diabetes				
Depression				
Obesity				

Please indicate the disease management components your organization is proposing for OGB in the base fee above by checking the appropriate "included in summary pricing " or "additional fee" box next to the component listed below and provide the fee, all assumptions and partner/subcontractor where applicable. Also, under "Low Acuity," "Moderate Acuity," and "High Acuity," indicate what type(s) of participant outreach will be utilized in your proposed at risk targeted intervention programs (i.e., print, online, telephonic).

Incl. in Summary Pricing	Addtl Fee		Year 1 Fee & Unit Fee Basis	Estimated Number of Units/ Participants	Assumptions & Partner/ Subcontractor if Applicable
		Disease Management			
		Low Acuity			
		☐Mail-based			
		□Online	]		
		☐Telephonic Outreach			
		Moderate Acuity			
		☐Mail-based			
		☐Online			
1		☐Telephonic Outreach			
		High Acuity			
		☐Mail-based			
		□Online			
		☐Telephonic Outreach			

Incl. in Summary Pricing	Addtl Fee		Year 1 Fee & Unit Fee Basis	Estimated Number of Units/ Participants	Assumptions & Partner/ Subcontractor if Applicable
		Communication Strategy/ Campaign			
		Total Population Standard Communication Materials			
		Standard Communication Materials			
		Total Population Customized Communication Materials			
		Customized Communication Materials			
		Standard Management Reports			
		Customized Management Reports			
		Ad Hoc Management Reports			
		Online Set-up			
		Online Maintenance			
		Data Transfer - Inbound			
		Data Transfer - Outbound			
		Other:			

If your organization is interested in quoting on Option II or IV, please submit responses to the following tables in addition to those above.

### **Health Risk Assessment Assumptions**

It is a requirement of this proposal that you complete the table below with estimated participation for OGB.

	Estimated Total HRA Participation	Estimated Online Participation	Estimated Paper Participation	Estimated Onsite Participation	Assumptions
	(#)	(#)	(#)	(#)	
HRA					

Please indicate the HRA components your organization is proposing for OGB in the base fee above by checking the appropriate "included in summary pricing " or "additional fee" box next to the component listed below and provide the fee, all assumptions and partner/subcontractor where applicable.

Incl. in Summary Pricing	Addtl Fee		Year 1 Fee & Unit Fee Basis	Estimated Number of Units/ Participants (Include participatio n for all three population bands)	Assumptions & Partner/ Subcontractor if Applicable
	Ī	HRA			
		Paper HRA Questionnaire			
		Paper HRA Report			
		Paper HRA Mailing Cost			
		Spanish Paper HRA Questionnaire			
		Spanish Paper HRA Report			
		Spanish Paper HRA Mailing Cost			
		Online HRA Questionnaire			
		Online HRA Report			
		Spanish Online HRA Questionnaire			
		Spanish Online HRA Report			
		Onsite HRA facilitation			
		Onsite consultation after HRA completion	And the safe from the safe fro	:	
		Onsite Spanish HRA facilitation			
		Onsite Spanish consultation after HRA completion			
		HRA Customization (adding questions specified in NIC)			
		HRA Communication Strategy/ Campaign			
		HRA Standard Communication Materials			·

Incl. in Summary Pricing	Addtl Fee		Year 1 Fee & Unit Fee Basis	Estimated Number of Units/ Participants (Include participatio n for all three population bands)	Assumptions & Partner/ Subcontractor if Applicable
		HRA Customized Communication Materials			
		HRA Standard Management Reports			
		HRA Customized Management Reports			
		HRA Ad Hoc Management Reports			
		Paper HRA Set-up			
		Online HRA Set-up			
		Online Maintenance			
		Data Transfer – Inbound (e.g. Eligibility)			
		Data Transfer – Outbound (e.g. Risk data)			
		Other:			

## **At-Risk Targeted Intervention Assumptions**

It is a requirement of this proposal that you complete the table below with estimated prevalence and participation for OGB.

	Individuals Invited for Program from HRA Participants (#)	Individuals Enrolling in a Program (#)	Individuals Participate in Telephonic Program (#)	Individuals Participate in Online Program (#)	Individuals Participate in Onsite Program (#)	Assumptions
Low Risk					•	
Moderate Risk						
High Risk						

1. Briefly describe the change in prevalence that OGB can expect in their population health as a result of implementing your proposed at risk targeted intervention program?

Please indicate the at risk targeted intervention components your organization is proposing for OGB in the base fee above by checking the appropriate "included in summary pricing " or "additional fee" box next to the component listed below and provide the fee, all assumptions and partner/subcontractor where applicable. Also, under "Low Risk," "Moderate Risk," and "High Risk," indicate what type(s) of participant outreach will be utilized in your proposed at risk targeted intervention programs (i.e., print, online, telephonic).

Incl. in Summary Pricing	Addtl Fee		Year 1 Fee & Unit Fee Basis	Estimated Number of Units/ Participants	Assumptions & Partner/ Subcontractor if Applicable
		At-Risk Targeted Intervention			
		Low Risk  Onsite Online Telephonic Outreach			
		Moderate Risk  Onsite  Online  Telephonic Outreach	) 10 10 10 10 10 10 10 10 10 10 10 10 10		
		High Risk  Onsite Online Telephonic Outreach		- "	
		Communication Strategy/ Campaign			
		Total Population Standard Communication Materials			
		Standard Communication Materials			
		Total Population Customized Communication Materials			
		Customized Communication Materials			
		Standard Management Reports			
		Customized Management Reports			
		Ad Hoc Management Reports			
		Online Set-up			
		Online Maintenance			

Incl. in Summary Pricing	Addti Fee		Year 1 Fee & Unit Fee Basis	Estimated Number of Units/ Participants	Assumptions & Partner/ Subcontractor if Applicable
		Data Transfer - Inbound			
		Data Transfer - Outbound			
		Other:			

# **SECTION IX**

# **EXHIBITS**

EXHIBIT 1	Definitions
EXHIBIT 2	Pharmacy and Medical Claims Experience
EXHIBIT 3	Contract/Business Agreement/Reporting Requirements

# **EXHIBIT 1**

# **DEFINITIONS**

Care Management in this NIC is used to define services including health promotion, health risk assessments, targeted at-risk intervention programs, disease management, incentives and communications.

The following clarifies how each care management program is defined:

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Care Management Program	
Health Promotion	Health Risk Assessment and At-Risk Lifestyle behavior modification programs
Health Risk Assessment	Health Risk Assessment stratifies participants into risk categories. The tool (questionnaire) or method that is used to catalog, assess, and estimate the probability of an adverse health effect for an individual and the likely magnitude of the health effect and/or cost of that adverse effect. HRA's address personal health lifestyles, health history, and biometric information and provides participants with a summary report including health education information specific to their needs. Both paper, online, and onsite HRA questionnaires are available to participants, and a summary of results are generated for the client.
-Targeted At-Risk	Telephonic, online, and onsite targeted intervention/counseling that provides individualized advising to participants. This includes programs and services that manage health risks to minimize probability that they will lead to disease, absence, disability, mortality and their related costs, as well as reduced "performance at work."
Medical Self-Care/Demand Management	Hard-copy books and materials given to individuals to assist in trouble-shooting an acute condition, in the effort to reduce doctor and ER visits.
24/7 Nurseline/Health Advocacy	Toll-free call center, staffed by nurses to take in-bound calls related to any health condition.
Disease Management	Intensive, targeted counseling services for individuals with confirmed serious illnesses and/or chronic disease/conditions. Objective of the intervention is to support appropriate clinical management, compliance with testing and medication and prevention of health crises.
Incentives	Motivators to increase program participation.

Care Management Program	Definition
Communications	Communication materials are to support initial and
	ongoing promotion and education. Communications will
	be distributed weekly for the first two months and
	monthly thereafter. Additional communications are
	considered for subgroups including new hires and
	campaigns.

# **EXHIBIT 2**

# PHARMACY AND MEDICAL CLAIMS EXPERIENCE

Will be distributed at the Proposer Conference.

# **EXHIBIT 3**

# **CONTRACT**

# INCLUDES :BUSINESS AGREEMENT (BAA) AND REPORTING REQUIREMENTS

# **CONTRACT**

# STATE OF LOUISIANA OFFICE OF GROUP BENEFITS (OGB)

The STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF GROUP

BENEFITS (hereinafter sometimes referred to as the OGB) located at 5825 Florida  Blvd Baton Rouge, LA 70806 and (Hereinafter
Blvd., Baton Rouge, LA 70806 and (Hereinafter sometimes referred to as "Contractor") located do hereby
enter into a contract under the following terms and conditions:
PURPOSE/SCOPE OF SERVICES/DELIVERABLES
Scope of Services/Deliverables
(To Be Determined pursuant to the NIC and Proposal).
TERM OF CONTRACT
This contract shall begin April 1, 2007 and end March 31, 2010.
This contract is not effective until approved by the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502.
Of Contractual Review III accordance with Ea. 13.5. 39. 1302.
PAYMENT TERMS
In consideration of the services described in this contract the maximum the OGB will pay Contractor is (To Be Determined)
FEE RATE (To Be Determined per the Proposal)
Payment shall be made by OGB at the end of each month for which services are provided by Contractor. Contractor shall invoice OGB and OGB shall remit payment

1.0

2.0

3.0

within 5 business days of receipt of the invoice. Contractor shall detail the number of

eligible members for which OGB is billed.

#### 4.0 INSURANCE

#### Staff Insurance

Contractor shall procure and maintain for the duration of this 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.

#### Liability Insurance

Contractor shall procure and maintain for the duration of the contract liability insurance and comprehensive liability insurance, with a combined single limit liability of not less than \$1,000,000. The State of Louisiana, Office of Group Benefits must be named as an additional insured.

Contractor shall on request furnish OGB with certificate(s) of insurance affecting coverage required by the contract. The certificate(s) for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. OGB reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### 5.0 TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds
thus received under this contract and/or legislative appropriation shall be contractor's
obligation and identified under Federal Tax Identification
Number

#### 6.0 SECURITY

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

#### 7.0 CONFIDENTIALITY

The parties, their agents, staff members and employees agree to maintain as confidential all individually identifiable information regarding Louisiana Office of Group Benefits plan members, including but not limited to patient records, demographic information and claims history. All information obtained by contractors from the OGB shall be maintained in accordance with state and federal law, specifically including but not limited to the Health Insurance Portability and Accountability Act of 1996, and any regulations promulgated thereunder (collectively, "HIPAA"). To that end, the parties have executed and hereby make a part of this Agreement a Protected Health Information (Business Associate) Addendum to be in full compliance with all relevant provisions of HIPAA, including but limited to all provisions relating to Business Associates.

Further, the parties agree that all financial, statistical, personal, technical and other data and information relating to either party's operations which are designated confidential by such party and made available to the other party in carrying out this contract, shall be protected by the receiving party from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the OGB and/or Contractor. Neither party shall be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the party's possession, is independently developed by the party outside the scope of this contract, or is rightfully obtained from third parties.

#### 8.0 PROJECT MANAGEMENT

<u>Basic Reports:</u> Contractor will provide reports of performance activities under this Contract as designated in writing by OGB. Said reports shall be provided in a format and within timeframes agreed upon by the parties in writing.

<u>Special Reports:</u> Subject to the limits of its capabilities, Contractor agrees to provide such special reports as requested in writing by OGB. If Contractor incurs additional expense in preparing such special reports, then Contractor will promptly provide a written cost estimate and schedule, and obtain OGB's approval of such cost prior to preparing any such reports.

<u>Personnel:</u> Personnel assigned by Contractor to perform the services pursuant to this contract will be qualified to perform the assigned duties, and Contractor will determine which personnel will be assigned for any particular project and to replace and reassign such personnel doing such project. Contractor assumes responsibility for its personnel providing services pursuant to this contract.

<u>Meeting Requirements:</u> Contractor's Account Executive will be available to attend and participate in monthly management meetings with OGB staff, as deemed necessary and such other meetings designated from time to time by OGB.

#### 9.0 PERFORMANCE MEASURES

Contractor shall be evaluated based upon the successful delivery of services and deliverables pursuant to this contract. Additionally, the Contractor recognizes and accepts that the anticipated activities as described in the NIC and the Contractor's proposal are hereby made part of this contract.

OGB shall have the option to penalize the Contractor \$1,000 (one thousand dollars) for each instance that the Contractor submits any of the deliverables later than their due dates.

#### 10.0 TERMINATION FOR CAUSE

OGB may terminate this contract for cause based upon the failure of Contractor to comply with the material terms and/or conditions of the contract; provided that the OGB shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) 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) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the OGB may, at its option, place the Contractor in default and this contract shall terminate on the date specified in such notice.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the OGB to comply with the terms and conditions of this contract; provided that the Contractor shall give the OGB written notice specifying the OGB's failure. Furthermore, the Contractor shall be entitled to suspend any and all services until such time as when the OGB is not in default of its obligations under this contract.

#### 10.1 TERMINATION FOR CONVENIENCE

OGB may terminate the contract at any time without penalty by giving thirty (30) days written notice to Contractor. Upon any termination of this contract the Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### 10.2 REMEDIES FOR DEFAULT

Any claims or controversy arising out of this contract shall be resolved in accordance with the provisions of La R.S. 39:1524 – 1526.

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be construed pursuant to, and in accordance with, the laws of the State of Louisiana and venue of any action brought under this contract shall be the Nineteenth (19<sup>th</sup>) Judicial District Court.

#### 11.0 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold harmless OGB, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, their respective officers, directors, agents, servants and employees, including volunteers (each a State Affiliated Indemnified Party), from and against any and all claims, demands, expense and liability arising out of or in any way growing out of any negligent act or omission of Contractor, its agents, servants, and employees, together with any and all costs, expenses and/or attorney fees reasonably incurred as a result of any such claim, demands, and/or causes of action, except those claims, demands and/or causes of action arising out of the negligent act or omission of a State Affiliated

Indemnified Party. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent, provided that (a) the State Affiliated Indemnified Party has given reasonable notice to Contractor of the claim or cause of action, and (b) no State Affiliated Indemnified Party has, by act or failure to act, compromised Contractor's position with respect to the resolution or defense of the claim or cause of action.

OGB agrees to protect, defend, indemnify and hold harmless Contractor, its affiliates, contractors, shareholders, directors, officers, employees, and agents (each a Contractor Indemnified Party), from and against any and all claims, demands, expense and liability arising out of or in any way growing out of any negligent act or omission of OGB, its agents, servants, and employees, or arising out the actions or inactions of Contractor taken or not taken at the direction of the OGB, together with any and all costs, expenses and/or attorney fees reasonably incurred as a result of any such claim, demands, and/or causes of action, except those claims, demands and/or causes of action arising out of the negligent act or omission of a Contractor Indemnified Party. OGB agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent, provided that (a) the Contractor Indemnified Party has given reasonable notice to OGB of the claim or cause of action, and (b) no Contractor Indemnified Party has, by act or failure to act, compromised OGB's position with respect to the resolution or defense of the claim or cause of action.

#### 12.0 OWNERSHIP OF PRODUCT

All records, reports, documents and other material delivered or transmitted to Contractor by OGB shall remain the property of OGB, and shall be returned by Contractor to OGB, at Contractor's expense, at termination or expiration of this contract. Contractor may retain one copy of such records, documents or materials for archival purposes and to defend its work product. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor specifically and exclusively for the OGB in connection with the performance of the services contracted for herein shall become the property of the OGB, and shall, upon request, be returned by Contractor to OGB, at Contractor's expense, at termination or expiration of this contract.

#### 13.0 ASSIGNMENT

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the OGB, provided however, that claims for money due or to become due to the

Contractor from the OGB may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the OGB and to the Office of Contractual Review, Division of Administration.

#### 14.0 RIGHT TO AUDIT

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agency of the State the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities. Any audit shall be conducted during ordinary business hours and upon reasonable advance notice to the Contractor.

#### 15.0 RECORD RETENTION

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after project completion of contract, or as required by applicable Federal law, whichever is longer.

#### 16.0 AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when it has been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

#### 17.0 FUND USE

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

#### 18.0 NON-DISCRIMINATION

Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, 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 this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

#### 19.0 AVAILABILITY OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract. If the legislative fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriation 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 reductions 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. Such termination shall be without penalty or expense to the OGB except for payments which have been earned prior to the termination.

#### 20.0 ACKNOWLEGEMENT OF PRIORITY POSITION

Contractor acknowledges that OGB is a primary responsibility of the organization, and such acknowledgement places performance of its contractual duties for the State of Louisiana, Office of Group Benefits, in a high priority position relative to other clients of the organization.

## 21.0 MOST FAVORED CUSTOMER GUARANTEE

Contractor certifies and guarantees that the retention or other administrative charges to the OGB, as forth in this contract, are comparable to or better than the equivalent fees or charges being offered by Contractor to any present or future customer or group of customers having a similar product design and of a comparable or lesser size. If Contractor shall, during the term of this contract, enter into a disease management agreement with any other customer or group of customers having a similar product design to administer a comparable plan for a similar or lesser number of Participants in Contractor's service area which provides for a lower retention or other administrative charges, this contract shall be deemed thereupon amended to provide the same to the OGB, with a retroactive finance adjusted to the OGB dating back to the effective date of such lower retention or other administrative charge. An officer of the Contractor shall certify annually that, to the best of his or her knowledge, information and belief, and predicated on his or her familiarity with the billing practices of Contractor, the fees being charged to the OGB by Contractor are in full and complete compliance, in all respects, with the provisions of this Section. Contractor shall provide such annual notice during the first quarter of each calendar year.

#### 20.0 HEADINGS

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

#### 21.0 WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of the contract shall not operate as, or be construed to be, a waiver or any subsequent breach of the contract.

#### 22.0 INDEPENDENT CONTRACTOR RELATIONSHIP

No provision of this contract is intended to create nor shall it be deemed or construed to create any relationship between Contractor and OGB other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this contract. The terms "Contractor" and "OGB" shall include all officers, directors, agents, employees or servants of each party.

## 23.0 COOPERATION WITH OTHER OGB CONTACTORS

Contractor understands that OGB have Administrative Services Only (ASO) Contractors that administers OGB's Health Maintenance Organization (HMO), Exclusive Provider Organization (EPO) and Managed Care Organization (MCO) Plan of Benefits.. OGB also have Contractors for the following services: Utilization Management (UM), Pharmacy Benefits Management (PBM) and Mental Health/Substance Abuse (MHSA).

Contractor agrees to coordinate services with the Contractors listed in the Section.

#### 24.0 WORKER'S COMPENSATION

Contract is not in lieu of and does not affect any requirements of coverage under the Louisiana's Worker's Compensation Act or any other federal or state mandated employer liability law.

#### 25.0 SUBCONTRACTORS

Upon approval of OGB Contactor can use its affiliates or subcontractors to perform its services under this contract. However, Contractor will be responsible for those services to the same extent that Contractor would have been had Contractor performed those services without the use of an affiliate or subcontractor.

#### 26.0 SEVERABILITY

The invalidity or unenforceability of any terms or conditions of the contract shall in no way effect the validity or enforceability of any other terms or provisions.

## 27.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract (together with the NIC issued thereto by the OGB, the Proposal submitted by the Contractor in response to the OGB's NIC, 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 constructed 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 NIC and the Proposal; second priority shall be given to the provisions of the NIC and amendments thereto; and third priority shall be given to the provisions of the Proposal.

CONTRACTOR

BY SIGNING BELOW, THE PARTIES AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE.

THUS DONE AND SIGNED ON THE DATE(S) LISTED BELOW:

STATE OF LOUISIANA

OFFICE OF GROUP BENEFITS

SIGNATURE	SIGNATURE
NAMETommy D. Teague	NAME
TITLE Chief Executive Officer	TITLE_

# <u>ADDENDUM – A</u> BUSINESS ASSOCIATE AGREEMENT (BAA)

State of Louisiana, Division of Administration
Office of Group Benefits
Protected Health Information Addendum

#### I. Definitions

- a) "Administrative Safeguards" shall mean administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic protected health information and to manage the conduct of the covered entity's workforce in relation to the protection of that information., as more particularly set forth in 45 CFR § 164.308.
- b) "Agreement" shall mean the agreement between Business Associate and OGB, dated , pursuant to which Business Associate is to provide certain services to OGB involving the use or disclosure of PHI, as defined below.
- c) "Business Associate" shall mean
- d) "ePHI" shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of OGB.
- e) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- f) "HIPAA Regulations" shall mean the Privacy Rule and the Security Rule.
- g) "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- h) "OGB" shall mean the State of Louisiana, Division of Administration, Office of Group Benefits, which is a covered entity under HIPAA and the HIPAA Regulations, as defined below.
- "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of OGB.
- j) "Physical Safeguards" shall mean physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion as more particularly set forth in 45 CFR § 164.310.
- k) "Privacy Rule" shall mean the regulations promulgated pursuant to HIPAA regarding Privacy of Individually Identifiable Health Information at 45 CFR, Part 160 and Part 164, Subparts A and E.
- I) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- m) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

- n) "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR § 164.304.
- o) "Security Rule" shall mean the regulations promulgated pursuant to HIPAA regarding Security Standards for Electronic Protected Health Information at 45 CFR, Part 160 and Part 164, Subparts A and C.
- p) "Technical Safeguards" shall mean the technology and the policy and procedures for its use that protect electronic protected health information and control access to it, as more particularly set forth in 45 CFR § 164.312.
- q) Any other terms used in this Addendum that are not defined herein but are defined in the HIPAA Regulations shall have the same meaning as given in the HIPAA Regulations.

## II. Obligations and Activities of Business Associate

- a) Business associate agrees to comply with OGB policies and procedures regarding the use and disclosure of PHI.
- b) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Addendum, or as Required by Law.
- c) Business Associate agrees to limit all requests to OGB for PHI to the minimum information necessary for Business Associate to perform functions, activities, or services for or on behalf of OGB as specified in the Agreement.
- d) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum.
- e) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.
- f) Business Associate agrees to report to OGB any use or disclosure of the PHI not provided for by this Addendum of which it becomes aware. Such report shall be made within two (2) business days of Business Associate learning of such use or disclosure.
- g) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of, OGB agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information. However, Business Associate shall not enter into any subcontractor or other agency relationship with any third party that involves use or disclosure of such PHI without the advance written consent of OGB.
- h) Business Associate agrees to provide access, at the request of OGB, and in the time and manner designated by OGB, to PHI maintained by Business Associate in a Designated Record Set, to OGB or, as directed by OGB, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- i) Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that OGB directs or agrees to pursuant to 45 CFR § 164.526 at the request of OGB or an Individual, and in the time and manner designated by OGB.
- j) Business Associate 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, OGB available to OGB, or at the request of OGB to the Secretary,

- in a time and manner designated by OGB or the Secretary, for purposes of the Secretary determining OGB's compliance with the HIPAA Regulations.
- k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for OGB to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- I) Business Associate agrees to provide to OGB or an Individual, in a time and manner designated by OGB, information collected in accordance with Section II.j of this Addendum, to permit OGB to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- m) At any time(s) requested by OGB, Business Associate agrees to return to OGB or destroy such PHI in its possession as directed by OGB.
- n) Business Associate shall defend and indemnify OGB from and against any and all claims, costs, and/or damages arising from a breach by Business Associate of any of its obligations under this Addendum. Any limitation of liability provision set forth in the Agreement, including but not limited to any cap on direct damage liability and any disclaimer of liability for any consequential, indirect, punitive, or other specified types of damages, shall not apply to the defense and indemnification obligation contained in this Addendum.
- o) Business Associates shall relinquish to OGB all control over responses to subpoenas Business Associate receives related to PHI.
- p) Not later than April 20, 2005, the compliance date for the Security Rule, Business Associate shall:
  - Implement and document Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of OGB, specifically including, but not limited to, the following:
    - i) Ensuring the confidentiality, integrity, and availability of all ePHI that it creates, receives, maintains, or transmits on behalf of OGB;
    - ii) Protecting against any reasonably anticipated threats or hazards to the security or integrity of such information;
    - iii) Protecting against any reasonably anticipated uses or disclosures of such information that are not permitted or required by this Addendum or Required by Law: and
    - iv) Ensuring compliance with these requirements by its workforce;
  - 2. Ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable and appropriate safeguards to protect it;
  - 3. Report to OGB any Security Incident of which it becomes aware. If no Security Incidents are reported, Business Associate shall certify to OGB in writing within ten (10) days of each anniversary date of the Agreement that there have been no Security Incidents during the previous twelve months.
- q) Business Associate shall not permit PHI to be disclosed to or used by any individual or entity outside of the territorial and jurisdictional limits of the fifty United States of America.

## III. Permitted Uses and Disclosures by Business Associate

- a) Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of OGB as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by OGB or the minimum necessary policies and procedures of OGB.
- b) Except as otherwise limited in this Addendum, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c) Except as otherwise limited in this Addendum, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that such disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person 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, and the person promptly notifies the Business Associate of any known instances of breach of the confidentiality of the PHI
- d) Except as otherwise limited in this Addendum, Business Associate may use PHI to provide Data Aggregation services to OGB as permitted by 45 CFR § 164.504(e)(2)(i)(B), provided that such services are contemplated by the Agreement.
- e) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

## IV. Obligations and Activities of OGB

- a) With the exception of Data Aggregation services as permitted by 45 CFR § 164.504(e)(2)(i)(B), OGB shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by OGB.
- b) OGB shall notify Business Associate of any limitation(s) in OGB's Notice of Privacy Practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- c) OGB shall notify Business Associate of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent such changes may affect Business Associate's use or disclosure of PHI.
- d) OGB shall notify Business Associate of any restriction to the use or disclosure of PHI that OGB has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI.

## V. Term and Termination

- a) Term. The Term of this Addendum shall commence on the effective date set forth below, and shall terminate when all of the PHI provided by OGB to Business Associate, or created or received by Business Associate on behalf of OGB, is destroyed or returned to OGB, or, if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- b) Termination of Agreement for Cause. In the event that OGB learns of a material breach of this Addendum by Business Associate, OGB shall, in its discretion:

- 1. Provide a reasonable opportunity for Business Associate to cure the breach to OGB's satisfaction. If Business Associate does not cure the breach within the time specified by OGB, OGB may terminate the Agreement for cause; or
- 2. Immediately terminate the Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or
- 3. If neither termination nor cure is feasible, OGB may report the violation to the Secretary.
- c) Effect of Termination.
  - 1. Except as provided in paragraph (2) below, upon termination of the Agreement for any reason, Business Associate shall return or destroy all PHI received from OGB, or created or received by Business Associate on behalf of OGB. Business Associate shall retain no copies of the PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.
  - 2. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to OGB written notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI.

## VI. Miscellaneous

- a) A reference in this Addendum to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.
- b) The parties agree to amend this Addendum from time to time as necessary for OGB to comply with the requirements of HIPAA and the HIPAA Regulations.
- c) If applicable, the obligations of Business Associate under Section V.c.2 of this Addendum shall survive the termination of this Addendum.
- d) Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits OGB to comply with HIPAA and the HIPAA Regulations. It is the intent of the parties that neither this Addendum, nor any provision in this Addendum, shall be construed against either party pursuant to the common law rule of construction against the drafter.
- e) Except as expressly stated herein, the parties to this Addendum do not intend to create any rights in any third parties. Nothing in this Addendum shall confer upon any person other that the parties and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.
- f) In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum will control, with the exception that if the Agreement contains any provisions relating to the use or disclosure of PHI that are more protective of the confidentiality of PHI than the provisions of this Addendum, then the more protective provisions will control. The provisions of this Addendum are intended to establish the minimum limitations on Business Associate's use and disclosure of PHI.
- g) The terms of this Addendum shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the HIPAA Regulations issued from time to time by the Department of Health and Human Services or the Office for Civil Rights.

- h) This Addendum may be modified or amended only by a writing signed by the party against which enforcement is sought.
- i) Neither this Addendum nor any rights or obligations hereunder may be transferred or assigned by one party without the other party's prior written consent, and any attempt to the contrary shall be void. Consent to any proposed transfer or assignment may be withheld by either party for any or no reason.
- j) Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.
- k) For matters involving the HIPAA and the HIPAA Regulations, this Addendum and the Agreement will be governed by the laws of the State of Louisiana, without giving effect to choice of law principles.

	executed this Addendum through their duly authorized be effective as of the day of, 20
State of Louisiana, Division of Administration Office of Group Benefits	
By:	By:
Name: Tommy D. Teague	Name:
Title: Chief Executive Officer	Title:

## <u>ADDENDUM – B</u> REPORTING REQUIREMENTS

## <u>INTENT</u>

The intent of the required reports is to provide the State sufficient detail to have an indepth understanding of type of claim activity, frequency and impact on total cost.

## A. Monthly Reports

Please provide, monthly, a report which consists of the elements noted below. Please report OGB statistics as well as your entire Organization statistics. Monthly reports must be received by OGB and its Actuarial Consulting Firm no later than the end of business (5:00 p.m. CST) on the fifteenth of the month following the month in which you are reporting data.

- Financial Experience (Premium Income, Expenses (non-capitated paid claims, capitation expense and administrative expense).
- Claim Turnaround Time percent paid within 30 days and report average lag time speed to answer by live voice (% of Participants who wait 30 seconds or less to speak with a live Participant service rep.)
- Telephone Abandonment Rate (% of calls where the caller hangs up after opting to speak with another service rep. and the call has been transferred to a Participant rep.)
- PCP Turnover Rate (% of PCPs leaving the network voluntarily or involuntarily during the month)
- Open PCP/Participant Ratio (ratio of open PCPs accepting new Participants to actual Participants)
- Grievance Log (as requested in the NIC)

If the report requests above are not able to be reported by your Organization due to plan or system limitations (e.g. phone system limitations not able to report %), please provide details on your monthly reports.

## B. Other Reports

The Contractor will be required to deliver within 45 days of the end of each calendar, quarterly reports specific to the OGB population (in Regions 1-8). The quarterly reports must include the following:

## 1. Utilization Data

Other reports may be required in the future.