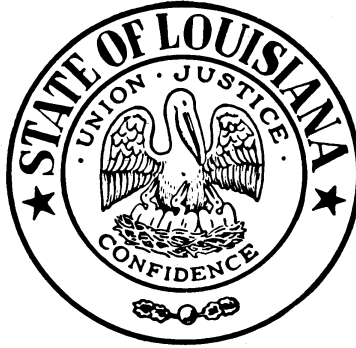


# REQUEST FOR PROPOSALS

## FULLY-INSURED HEALTH MAINTENANCE ORGANIZATION (HMO)



RFP#: 3000010555  
Proposal Due Date: July 6, 2018

STATE OF LOUISIANA  
OFFICE OF GROUP BENEFITS

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# **1 ADMINISTRATIVE AND GENERAL INFORMATION**

## **1.1 Purpose**

The State of Louisiana, Office of Group Benefits (hereinafter called “OGB” or the “State”), requests Proposals from any qualified Louisiana Health Maintenance Organization (“HMO”) (hereinafter called “Proposer”) to provide fully-insured HMO coverage on a statewide or regional basis for eligible active employees, eligible retirees, and eligible dependents.

As used in this Request for Proposals (“RFP”), the term “Louisiana HMO” shall have the meaning set forth in La. R.S. 42:802.1.C, as follows:

“C. As used in this Section, the term "Louisiana HMO" means a health maintenance organization which meets all of the following criteria:

- (1) Offers fully insured commercial and/or Medicare Advantage products.
- (2) Is domiciled, licensed, and operating within the state.
- (3) Maintains its primary corporate office and at least seventy percent of its employees in the state.
- (4) Maintains within the state its core business functions which include utilization review services, claim payment processes, customer service call centers, enrollment services, information technology services, and provider relations.”

OGB is seeking a Contractor that will partner with OGB to provide high-quality, cost effective health care to members, including efficient claims processing, network management, and all other services required to administer the fully-insured HMO coverage to be provided. The Contractor shall drive health risk improvement and mitigation of rising costs of health care in order for OGB to continue to provide the best value to its members.

In order to ensure, to the greatest extent practicable, that the plans for benefits and coverages available for employees in all parts of the state are comparable with respect to coverages offered, as required by La. R.S. 42:802.B.(6), the Contractor’s plan(s) of benefits must, at minimum, conform with OGB’s plan of benefits and coverage provisions set forth in Attachment VIII: HMO Plan of Benefits. The Contractor must also maintain identical eligibility requirements and continued coverage provisions as the OGB, which requirements the OGB may amend from time to time. The Contractor must provide COBRA coverage for eligible Plan Participants. OGB’s third-party COBRA administrator provides COBRA administration services for OGB. Plan participants issue COBRA payments to the third-party COBRA administrator. The third-party COBRA administrator submits the COBRA payments to OGB. OGB issues COBRA payments to the fully-insured HMO Contractor at the contracted COBRA rate.

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

## **1.2 Background**

OGB is responsible for the administration and management of certain state health and welfare benefit programs to over 250,000 active and retired State of Louisiana employees and their dependents, as well as the employees and dependents of other government entities that have elected

to participate in the OGB plan of benefits. Offered benefits currently include health coverage, which includes prescription drug coverage, flexible spending arrangement options, and life insurance.

OGB currently offers a fully-insured HMO plan (Vantage Medical Home HMO), self-funded health plans (Administered by Blue Cross and Blue Shield of Louisiana), and Medicare Retiree-specific fully-insured health plans (Administered by OneExchange, Vantage, and Peoples Health). OGB has projected self-funded health plan expenditures in FY18 of \$950,614,184; \$917,641,480 in health care claims expenses, and \$33,003,704 in associated administrative costs.

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

Each Proposer that completes and returns Attachment IX: Data Use Agreement for Limited Data Set by the specified deadline, 4PM CT June 6, 2018, via email to [OGB.Proposals@la.gov](mailto:OGB.Proposals@la.gov) along with the email of the authorized signatory will receive an electronic copy of census data that includes gender, employee zip code, date of birth, and enrollment tier data. This census data will be submitted via secured email to the authorized signatory. OGB will not accept requests after the specified deadline.

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

1. To provide quality, cost-effective fully-insured health care services to Plan Participants.
2. To establish a contract with fully-insured HMO Contractor(s).

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

The initial term of any Contract resulting from this RFP shall begin on or about January 1, 2019, and is anticipated to end on December 31, 2021. With all proper approvals and concurrence with the successful Contractor, OGB may also exercise an option to extend for up to twenty-four (24) additional months at the same terms conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36)-month term, all prior approvals required by applicable law shall be obtained. Written evidence of required approval shall be submitted by OGB, along with the Contract amendment, to the Office of State Procurement (OSP) to extend Contract terms beyond the initial 3-year term. The total Contract term, with extensions, shall not exceed five (5) years. The continuation of the Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

### ***1.5 Definitions***

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

**COBRA**- Denotes Consolidated Omnibus Budget Reconciliation Act.

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

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

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

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

**Non-Network Provider** – Denotes a health care provider that does not participate in the Proposer’s/Contractor’s established network to provide health care services to Plan Participants.

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

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

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

**Plan** – Denotes the defined health benefit plan pursuant to which Covered Benefits are provided to Plan Participants.

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

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

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

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

**State** - The State of Louisiana.

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

<b>EVENT</b>	<b>DATE</b>
Post RFP to LaPAC	May 30, 2018
Deadline for Receipt of Written Inquiries	4:00 pm CT, June 13, 2018
Issue Responses to Written Inquiries	June 22, 2018
Deadline for Receipt of Proposals	4:00 pm CT, July 6, 2018
Oral Presentations, if required	To be scheduled
Notice of Intent to Award Announcement	Week of July 23, 2018
Begin Implementation	September 4, 2018
Contract Effective Date	January 1, 2019

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

## ***1.7 Proposal Submittal***

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

The Proposer should label Proposal submissions as follows:

## Fully-Insured HMO

### Proposer's Name and Proposed Region(s)

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

OGB RFP Coordinator/Blackout Period Contact  
Office of Group Benefits  
1201 N. 3<sup>rd</sup> Street  
Claiborne Building, Suite G-159  
Baton Rouge, LA 70802

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

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

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

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

Proposers must meet or exceed the following below listed Mandatory Qualifications prior to the deadline for receipt of proposals. Proposers should provide the below listed supporting documentation.

<b>Mandatory Qualification</b>	<b>Supporting Documentation</b>
Certificate of Authority from the Secretary of State to conduct business in the State of Louisiana if the proposer is a foreign corporation.	A copy of Proposer's Certificate of Authority from the Secretary of State of Louisiana is required if the proposer is a foreign corporation
Ability to meet all criteria set forth in La. R.S. 42.802.1.C, for a "Louisiana HMO". <a href="http://www.legis.la.gov/Legis/Law.aspx?d=452800">http://www.legis.la.gov/Legis/Law.aspx?d=452800</a>	A brief statement in the Proposal that confirms that the Proposer meets or exceeds the Mandatory Qualification
Plan of benefits which shall, at minimum, conform to OGB's plan of benefits and coverage provisions set forth in Attachment I: HMO Plan of Benefits.	A brief statement in the Proposal that confirms that the Proposer meets or exceeds the Mandatory Qualification
Licensing authority provided by the Louisiana Department of Insurance in accordance and compliance with La. R.S. 22:241, et seq. <a href="http://www.legis.la.gov/Legis/Law.aspx?d=506415">http://www.legis.la.gov/Legis/Law.aspx?d=506415</a>	A copy of Proposer's Certificate from the Louisiana Department of Insurance

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

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

**A. Cover Letter**

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

**B. Table of Contents**

The Proposal should be organized in the order contained below.

**C. Executive Summary**

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

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

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

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

The Proposer should give a brief description of its organization, including a brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited. The Proposer shall provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details.



The Proposer shall provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a Contract under this RFP. Also, a statement shall be provided documenting all open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer/client matter. Nevertheless, Proposer shall identify any and all litigation in which Proposer is a party and in which the amount in controversy exceeds \$1,000,000. Proposer shall provide detail around any mergers or acquisitions scheduled for the next twelve (12) months. OGB reserves the right to request any additional information to assure itself of a Proposer's financial status.

This section should also provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed Contract. Proposers should describe their experience in providing health benefit coverage with other states and/or with corporate/governmental entities of comparable size and diversity with references from three (3) of its largest clients, including names, address, industry, contact person and title, telephone number and extension, email address, total number of employees and total number of Plan Participants, whether the participants include retirees as well as active employees, services provided for the account, number of years of service provided to each client, and Proposer's account executive assigned to the account. Proposer should indicate current number of clients currently being serviced and provide an approximate number of health care plan participants currently being served under the fully-insured HMO plan coverage. OGB reserves the right to request any additional information to assure OGB of a Proposer's experience and capabilities.

Proposers should clearly describe their ability to exceed the mandatory qualifications set forth in Section 1.8.1 and should include any supporting documentation.

#### **E. Approach and Methodology**

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

The Proposer should:

- Describe its understanding of the nature of the Scope of Services and how its Proposal will best meet the needs of OGB.
- Provide a proposed project work plan that includes implementation plans that fully detail all tasks necessary to begin performance of the Contract on January 1, 2019, 12:00 am CT, IT or data file feed implementation, approach, and methodology to be followed in providing the services, all other tasks and services to be performed, as well as the responsible party and expected dates of completion.
- Include annual account management strategy, training of key personnel and customer service line, IT or data file feed implementation, billing processes, and reporting and data analytics (health informatics technology and population health).
- Provide a current list of all Network Providers by specialty in electronic format.

- Describe approach to Quality Assurance, specifically claims administration and customer service.
- Provide samples of all of the following: 1) Annual Strategic Calendar; 2) Claims Reporting; 3) Utilization report with executive dashboard; 4) Explanation of Benefits; 5) Population Health Reporting; and 6) Plan Participant Satisfaction Survey Format/Tool (**Note: Successful Proposer must possess ability to distribute this information electronically as well as in paper form if dictated by applicable law**).
- Describe current procedures in place to handle Protected Health Information (“PHI”) and Personally-Identifiable Information (“PII”) privacy and security.
- Include responses to all questions in Attachment I: Technical Questionnaire.

#### **F. Proposed Staff Qualifications**

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned Account Executive, Account Management Team, including but not limited to, an Implementation Manager, Account Manager, Accounting Specialist, Senior Operations Specialist, Privacy Officer, and Compliance Analyst as well as any other assigned personnel considered key to the success of the project. This includes the Proposer's own staff and staff from any subcontractor/vendor to be used. The Account Executive will provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and supervision of Contractor employees and subcontractors/vendors.

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

Proposers should clearly describe their ability to exceed the mandatory qualifications set forth in Section 1.8.1 and should include any supporting documentation.

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

Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Disabled Veteran-Owned small entrepreneurships (LaVET) and Louisiana Initiative for Small entrepreneurships (Hudson Initiative) small

entrepreneurships are certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified.

Qualification requirements and online certification are available at:  
<http://smallbiz.louisianaeconomicdevelopment.com>

Ten percent (10%) of the total evaluation points on this RFP shall be reserved for Proposers who are themselves a certified Veteran (LaVet) and/or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

If a Proposer is certified as a Hudson **and** a Veteran small entrepreneurship, the maximum points to be reserved is ten percent (10%) of the total evaluation points.

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

Reserved points shall be added to the applicable Proposer's evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified LaVet or Hudson small entrepreneurship: Full amount of the reserved points.
- Proposer is not a certified LaVet or Hudson small entrepreneurship but has engaged one (1) or more LaVet or Hudson certified small entrepreneurship to participate as subcontractors.
- Points will be allocated based on the following criteria:
  - Number of LaVet and Hudson certified small entrepreneurship to be utilized;
  - Experience and qualifications of the certified LaVet and Hudson certified small entrepreneurship(s);
  - Anticipated earnings to accrue or the percentage of work subcontracted to the certified LaVet and Hudson small entrepreneurship(s); and

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

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative and the statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <http://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a list of Hudson and

Veteran Initiative small entrepreneurship which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

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

## H. Cost Proposal

All cost information shall be provided using the Cost Proposal Template, Attachment IV. Any deviation to the template will be deemed non-responsive.

The Proposer shall provide a fixed monthly premium inclusive of all services for a single, active employee only coverage for the first year of the initial Contract period of January 1, 2019, to December 31, 2019, for each proposed region using Attachment IV: Cost Proposal. Proposer must provide a monthly premium for all regions, if Proposer intends to be considered for offering statewide coverage. Proposals for statewide coverage shall contain the same fixed monthly premium for all regions. The evaluation of proposals for statewide coverage will consist of reviewing the proposed monthly premium for each region. The monthly premium shall be fully burdened and inclusive of all travel and Contract-related expenses. See Attachment VI for a description of the regions. See Attachment V for enrollment information by plan. For OGB's monthly premium rates effective January 1, 2018, reference:

<http://info.groupbenefits.org/premium-rates/>

The resulting Contract premiums for all other classes of coverage (for example, Employee + Spouse, Employee + Children, Family, and COBRA for each class of coverage) will be derived from the active Employee Only rate utilizing the factors applied to OGB's self-insured plans.

The cost for each proposed region will be scored separately from the technical proposal using the methodology detailed in Section 3.1. Statewide coverage is not guaranteed even if all regions are proposed on cost proposal.

OGB will charge the Contractor an administrative fee of \$20.00 per Primary Plan Participant per month and this fee shall not be included in the proposed fixed monthly premium. The Contractor will submit proposed rates for each twelve (12)-month period no later than July 31<sup>st</sup> of the preceding year, starting on July 31, 2019. **Note: Premium rates proposed for each twelve (12)-month period must be approved by OGB. The maximum percentage increase for each twelve (12)-month period during the initial Contract period and during the renewal option period is 20%. OGB reserves the right to negotiate lower premiums for each twelve (12)-month period during initial Contract period and for each twelve (12)-month period during the renewal option period.**

The proposed monthly premium may be deemed competitive if it is not higher than the current rate for OGB's Magnolia Local Plus plan. "Current rate" means the premium rate

for the Magnolia Local Plus plan that is or will be in effect on the date of implementation of the proposed monthly premium.

#### **I. Certification Statement**

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

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

Proposer shall provide information regarding the organization's last internal controls and security audit, to include a SOC 1, Type II and/or SOC 2, Type II report resulting from its most recent Statement on Standards for Attestation Engagements No. 18 (SSAE 18) audit. As an alternative to a SSAE 18 engagement and resulting SOC 1, Type II and/or SOC 2, Type II report, if approved by OGB on or before January 15<sup>th</sup> of each calendar year, Contractor may provide a quality control plan [such as third party Quality Assurance (QA), an Independent Verification and Validation (IV & V)]; or, any other independent Contractor project or performance review or independent internal audit report.

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

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

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

- One (1) Original (clearly marked "Original") and six (6) numbered copies of the Technical Proposal. **All should be clearly marked "Technical Proposal".**
- Two (2) CDs or portable drives of the entire Technical Proposal in both PDF and Word formats. **All should be clearly marked "Technical Proposal".**
- One (1) Original (clearly marked "Original") and two (2) numbered copies of the Cost Proposal. **All should be clearly marked "Cost Proposal".**
- Two (2) CDs or portable drives of the entire Cost Proposal in both Word and Excel formats. **All should be clearly marked "Cost Proposal".**
- If applicable (see Section 1.14), Proposer should also submit two (2) electronic redacted versions of the Proposal. **All should be clearly marked "Redacted".**

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

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

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

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

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

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

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

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

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

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

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

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

The Proposer shall clearly designate the part of the Proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if

any, from disclosure. The Proposer shall mark the cover sheet of the Proposal with the following legend, specifying the specific section(s) of the Proposal sought to be restricted in accordance with the conditions of the legend:

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

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

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

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

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

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

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

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

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

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

OGB will not hold a pre-proposal conference.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

The Blackout Period begins on May 30, 2018, and concludes upon the announcement of the successful Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

### ***1.21 Records***

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

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

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

### ***1.23 Taxes***

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

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

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

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

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and

- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

### ***1.25 Use of Subcontractors/Subvendors***

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

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

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

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

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

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

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

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

The evaluation of Proposals will be accomplished by an evaluation committee, to be designated by OGB, which will determine the Proposal most advantageous to OGB, taking into consideration cost, technical capabilities, and the other evaluation factors set forth in the RFP.

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

OGB reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection for a BAFO, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist

OGB in clarifying the scope of services and/or to obtain the most cost-effective pricing and performance guarantees available.

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

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

OGB/State reserves the right to enter into a Contract without further discussion of the Proposal submitted based on the initial Proposals received.

OGB/State reserves the right to contract for all or a partial list of services offered in the Proposal with one or more Proposers.

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

The selected Proposer shall be expected to enter into a Contract that is substantially the same as Attachment II, Sample Contract. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its Proposal any exceptions or exact contract deviations that it wishes to negotiate. Additionally, the selected Proposer shall execute a Business Associate Addendum that is substantially the same as Attachment III. Negotiations may coincide with the announcement of the selected Proposer.

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

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

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

The State reserves the right to make multiple awards.

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

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

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

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

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

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

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

**Contractor's Insurance:** The Contractor shall not commence work under the Contract until it has obtained all insurance required herein, and Contractor shall maintain the required insurance for the duration of the Contract or as further indicated herein. The date of the inception of the policy must be no later than the first date of anticipated work under the Contract. Certificates of Insurance shall be filed with the State for approval. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State before work is commenced. Contractor must provide the State thirty (30) days' prior written notice of any cancellation or reduction in coverage for any such insurance. Any such cancellation or reduction in coverage, if not approved in advance, may result in termination of the Contract.

**Workers' Compensation Insurance:** Before any work is commenced, Contractor must have in place and shall maintain during the life of the Contract, Workers' Compensation Insurance for all of Contractor's employees and other persons for whom Contractor is required to provide Workers' Compensation Insurance under applicable law.

Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee.

In case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Workers' Compensation Insurance shall be in compliance with the Workers' Compensation law of the state of the Contractor's headquarters.

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

**Commercial General Liability Insurance:** Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance, including Personal and Advertising Injury Liability, which shall protect it, and the State, its officers, trustees, employees, servants, and/or agents, from losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorneys' fees), and other liabilities relating to personal injury, general negligence, violation of or failure to comply with any state or federal law, regulation, or other legal mandate, and damage to real or personal tangible property to the extent caused by Contractor, its employees, officers, agents, partners or subcontractors, and which may arise from operations or services under the Contract, whether such operations or services be by Contractor or by a subcontractor, or by anyone directly or indirectly employed or procured by either of them, or in such manner as to impose liability on the State, its officers, trustees, employees, servants, and/or agents. Such insurance shall name the State of Louisiana, its officers, trustees, employees, servants, and agents as additional insureds. The amount of coverage shall be as follows: Commercial General Liability insurance, including Personal and Advertising Injury Liability, with policy limits of not less than \$1,000,000 per occurrence and in the aggregate, and Umbrella Liability insurance, with policy limits of not less than \$5,000,000 per occurrence and in the aggregate.

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

**Cyber Liability Insurance:** Contractor shall have in place before commencing work under the Contract and maintain during the life of the Contract and for the extended reporting period herein, cyber liability insurance, including first-party costs, for any electronic breach that compromises the State's confidential data with a minimum policy limit of \$1,000,000 per occurrence and a minimum aggregate of \$2,000,000 for the purpose of providing coverage for claims arising out of the performance of its services under this Contract. Claims-made coverage is acceptable. Such insurance shall name the State of Louisiana, its officers, trustees, employees, servants, and agents as additional insureds. Coverage shall be provided for the duration of this Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than twenty-four (24) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premiums.

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

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

herein. The State reserves the right to request copies of subcontractor's Certificates of Insurance at any time.

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

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

1. General Liability and Automobile Liability Coverages

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

2. Workers' Compensation and Employer's Liability Coverage

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

3. All Coverages

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

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

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

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

The Certificate Holder shall be listed as follows:

State of Louisiana

The Office of Group Benefits, Its Officers, Agents, Employees and Volunteers  
1201 N. 3<sup>rd</sup> Street, Suite G-159, Baton Rouge, LA 70802

Fully-Insured HMO Plan

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

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

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

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

- (a) Contractor shall be fully liable for its own actions and the actions of its agents, employees, partners and subcontractors/vendors and shall fully protect, defend, and indemnify all State departments, including OGB, Agencies, Boards, and Commissions (collectively, the "State"), its officers, trustees, employees, servants, subcontractors, agents, and volunteers from and against any and all losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorneys' fees), and other liabilities of every name and description ("Claims/Costs") relating to personal injury or death to any person or damages, loss, or destruction of any real or tangible property which Claims/Costs may occur, or in any way arise out of, any act or omission of Contractor, its employees, agents, partners, contractors, or officers. Contractor shall indemnify and defend State from and against any Claims/Costs arising out of or related to any violation of or failure to comply with any



state or federal law, or other legal or Contract requirement, to the extent caused by Contractor, its agents, employees, officers, partners or subcontractors; provided, however, that Contractor shall not be required to indemnify for that portion of any Claims/Costs arising hereunder due solely to the negligent or intentional act or failure to act of the State.

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

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

## ***1.35 Payment***

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

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

The methods of payment may be via (i) EVP, a method that converts check payments to a Visa credit card account with unique security features and electronic remittance notifications, (ii) EFT, a method in which payment is sent directly from the State's bank to the payee's bank, or (iii) wire transfer, a same day electronic funds transfer from OGB/State's bank account to the payee's bank account. See Attachment XIII, Electronic Vendor Payment Solution, for additional information regarding electronic payment methods and registration.

With respect to Plan Participants who select a Louisiana HMO for their coverage, OGB shall impose no extraordinary restrictions on their plan participation due to the selection of the Louisiana HMO. OGB shall impose upon Contractor a monthly administrative fee of \$20.00 for each HMO Primary Plan Participant. This administrative fee will be retained from the successful Contractor's fixed monthly premium paid directly to OGB for each Primary Plan Participant and this fee shall not be included in the proposed fixed monthly premium. Plan Participants selecting the Louisiana HMO option shall receive the same employer contributions provided under La. R.S. 42:851, and the regulations issued thereunder, as participants who choose other health coverage options offered through OGB.

The Contractor will invoice OGB on the 1st of each month for payment of insurance premiums for services provided pursuant to the resulting Contract. The invoice should include, at a minimum, the time period covered, total billed amount detailed by class of coverage, and assessed administrative fee based on total number of Primary Plan Participants. Payments will be made to the Contractor after written acceptance by the State and approval of invoice. Upon approval of each submitted invoice by OGB's Chief Executive Officer or designee under a valid Contract, OGB/State will render payment of undisputed amounts within thirty (30) days.

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

State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure

which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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

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

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

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

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

#### ***1.37 Assignment***

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

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

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

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

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

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

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

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

### ***1.40 Records***

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

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

confidentiality and security requirements of this Contract shall apply to such Records as long as retained by the Contractor. Additionally, all State data must be sanitized from Contractor's (and its vendors') systems in compliance with the most current revision of NIST SP 800-66.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2 SCOPE OF SERVICES**

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

The Contractor shall provide fully-insured HMO coverage on a statewide or regional basis for active employees and retirees and their eligible dependents.

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

The Contractor must possess the knowledge, capability, and resourcefulness to effectively provide a fully-insured HMO Plan in accordance with all federal, state, and any other applicable laws, regulations, policies, OGB requirements, etc. The Contractor shall provide competent and qualified staff to work on the scope of services under the Contract. The plan of benefits and the eligibility and continued coverage requirements for the fully-insured HMO shall be identical to the plan of benefits of OGB's self-insured plan, the Magnolia Local Plus Plan.

If the Contractor cannot deliver all benefits and services required by OGB's coverage provisions through network providers, the Contractor shall arrange and pay for such services to be rendered by non-network providers. When the Contractor or one of its network providers arrange for services covered under the fully-insured HMO plan by a non-network provider, the participant's financial liability shall be limited to the amount the Plan Participant would have had to pay, if any, had the service been rendered by a network provider. Balance billing is prohibited in such instances.

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

At a summary level, these tasks include:

1. Implementation
2. General Support Services
3. Fully-Insured HMO Plan Services

The Contractor shall perform the following tasks and services:

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

- Assign a dedicated implementation team to manage the implementation process.
- Provide file data in a layout format designated by OGB to include, but not limited to, Wellness Participation, Medical Claims File, Drug Claims File, Provider Files, Code Files, and Adjusted Claims File. Contractor must accept OGB's standard file layout for the Medical Claims File, Provider File, Code Files, and Drug Claims File. Contractor shall coordinate with OGB to develop mutually-agreeable file layout specification and transmission frequency for eligibility and administrative fee billing files.
- Upon OGB request, the Contractor(s) shall work with one another, the appointed OGB actuary, employees from the Division of Administration, and the Office of Group Benefits for management of the program.
- Conduct project status implementation meetings with the Contract Supervisor.
- Perform comprehensive systems testing and quality assurance audits as often as required, with results reported to OGB prior to the "Go-Live" date, at no additional cost.
- Ensure successful and timely completion of all tasks necessary to begin performance of the contract on January 1, 2019, 12:00 am CST.

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

- Contractor shall designate one key person, the Account Executive, and shall designate at least one back-up staff member as the contacts to OGB for all daily operational questions.
- Provide knowledgeable staff to attend statewide annual/special enrollment meetings within the proposed region(s) for which Contractor is authorized to provide coverage and any other informational meetings as requested by OGB. There are approximately 36 meetings per year.
- Meet with OGB staff onsite, or via teleconference, on at least a quarterly basis to review and evaluate program administration.
- Agree to maintain identical eligibility requirements and continued coverage provisions as the OGB, as OGB may amend from time to time. OGB will determine eligibility of Plan Participants and manage benefit enrollment information using its online system. All enrollment documents, changes, and/or terminations will be processed by OGB, including data entry into the billing and eligibility system, and transferred to Contractor daily in the form of an electronic eligibility data file. The Contractor must accept, efficiently process, and report any errors or omissions back to OGB in a timely manner.
- The Contractor must provide COBRA coverage for eligible Plan Participants. OGB's third-party COBRA administrator provides COBRA administration services for OGB. Plan participants issue COBRA payments to the third-party COBRA administrator, and the third-party COBRA administrator submits the COBRA payments to OGB. OGB issues COBRA payments to the fully-insured HMO Contractor at the contracted COBRA rate.
- Notify the applicable state authority (i.e., state treasurer, etc.) and escheat any unclaimed property upon the expiration of the statutory time period for escheatment.

### **Task (3): Fully-Insured HMO Plan Services**

- Provide a Health Maintenance Organization (HMO) Physician and Hospital Provider Network to OGB Plan Participants, including but not limited to inpatient and outpatient hospital services (including hospital based ancillary services), ambulatory surgical services (including ASC based ancillary services), physician services, mental/behavioral health, substance abuse services, prescription drugs, utilization management and medical management, and disease management (including but not limited to the five chronic diseases of focus to OGB: Asthma, Diabetes, Coronary Artery Disease, Chronic Obstructive Pulmonary Disease, and Chronic Heart Failure).
- Provide at least 45 days advance written notification to OGB and its participants of any change in provider networks that will effect a 1% or greater change in the number of providers in the network or a disruption that would impact 3% or greater of participants.
- Provide a network of primary, specialty, and ancillary care providers within sixty (60) miles of a participant's address.
- Consult with OGB with regard to benefits provided under the Plan. No changes to said plan of benefits shall be made during the term of the resulting Contract without the prior written consent of OGB.
- Accept enrollment information daily from OGB in electronic format and enroll Plan Participants, including COBRA participants, to receive benefits in accordance with OGB requirements and plan provisions.
- Staff and maintain a dedicated toll-free customer service unit and phone line to assist Plan Participants with questions on claims, benefits, and networks in compliance with PPACA Section 1557 and any other applicable laws. Furnish a toll-free telephone number for incoming customer service calls, including telephone technology for the hearing impaired and multi-lingual support. The customer service unit must be available for the annual/special enrollment period.
- Design, update, print, and/or mail all Plan Participant communication materials (i.e., provider directories, summary plan documents, Plan Participant education materials, etc.), advertisements and marketing materials. All such materials will be subject to OGB's approval prior to distribution and shall be in compliance with all applicable laws, including but not limited to PPACA Section 1557. The cost of preparation and distribution of any and all Plan Participant communications or promotional materials must be included in the quoted premium.
- Facilitate management of the health care services afforded OGB's Plan Participants under the plan, including but not limited to authorization services, discharge planning, verification of provided services, utilization management, and quality assurance.
- Maintain website for participant access to their claims information, benefits, order replacement ID cards, provider directories, self-care information, and other program information necessary to manage their health care needs, in compliance with all applicable laws, including but not limited to PPACA Section 1557.
- Provide 24/7 access to online portal for Plan Participants and plan sponsor for activities such as claim submission, account monitoring, reporting, communications requested and approved by OGB, etc., in compliance with PPACA Section 1557 and any other applicable laws. This portal must include adequate encryption to guarantee protection of the participant's privacy and confidential data (e.g., PHI, personal data, and banking



information, as applicable) All outages in excess of one (1) hour must be reported to the OGB Contract Supervisor.

- Maintain a service disruption plan or procedure to continue customer service, portal access, and other business operations when existing service is temporarily unavailable because of scheduled or unforeseen events.
- Medical Claims Administration to include, but not limited to, the following, in compliance with all applicable laws: process claims and remit timely payment to providers; furnish to any claimant notices of payment, explanation of benefits, and/or denials for claims; provide review of Plan Participants' appeals and grievances; maintain medical and carved out pharmacy claims for integrated Medical/Rx out of pocket maximum accumulation; adjudicate and process all claims with service dates prior to termination date.
- Submit standardized reports and/or data to OGB for the purpose of evaluating Plan Participant demographics and utilization, financial experience, and other aspects of the Contractor's performance. Format and layout must be approved by OGB.
- Prepare and distribute, at a minimum, the following required membership materials to each new Plan Participant within thirty (30) days of receipt of confirmation from OGB as to the validity of the enrollment application:
  1. A member handbook, which includes information on all covered services, including, but not limited to: benefits, limitations, exclusions, copayments, coinsurances and deductibles, policies and procedures for utilizing clinical and administrative services, conditions under which an individual's membership may be terminated, procedures for registering complaints or filing grievances against the Contractor or any providers participating in a contractual agreement with the Contractor.
  2. Directions to access an online directory of providers, which includes all physicians, hospitals and specialty facilities. Hard copies of provider directories and certificates of coverage must be available upon request.
  3. One identification card to each Plan Participant for individual coverage or two cards for all other classes of coverage. Additional cards for family members or replacement cards shall be provided upon request and at no additional charge to OGB or the Plan Participant.
  4. Summary of Benefits and Coverage ("SBC") and Uniform Glossary, as required by the federal Patient Protection Affordable Care Act ("PPACA") and/or applicable state law and/or rules and regulations promulgated pursuant thereto, and including PPACA Section 1557. Provide printed SBC documents to OGB for distribution to eligible but not enrolled employees/retirees.
  5. The following notices and any other notices required by applicable laws:
    - Women's Health and Cancer Rights Act Notices. Contractor will provide a notice to Primary Plan Participant(s) under the Women's Health and Cancer Rights Act of 1998.
    - HIPAA Authorized Delegate Form. Contractor will provide a HIPAA Authorized Delegate Form to Primary Plan Participant(s).
    - HIPAA Privacy Notice. Contractor will provide each Primary Plan Participant(s) with Contractor(s) HIPAA privacy notice, in the event that

Primary Plan Participant(s) need to contact Contractor's Privacy Department. OGB will prepare and Contractor will provide OGB's HIPAA privacy notice to Primary Plan Participant(s).

- Balance Billing Disclosure Notice. Contractor will provide a Balance Billing Disclosure Notice to Primary Plan Participant(s).
- Provide a Wellness Program that includes, at a minimum, the following components:
  - 24/7 online program for Plan Participants and OGB
  - Preventive care tracking
  - Biometric data collection – onsite and PCP
  - Health coaching capabilities
  - Incentive tracking capabilities

## **2.3 Deliverables**

The deliverables listed in this section are the minimum required from the Contractor.

Within fifteen (15) business days after the first of each month, Contractor shall submit reports which demonstrate Plan Participant demographics and utilization, financial experience, and other aspects of the Contractor's performance including, but not limited to, the following:

- **Financial Experience:** Premium Income and Claims Utilization Experience.
- **Average Speed to Answer:** Average lag time to answer by live voice. Percentage of Plan Participants who wait over 45 seconds to speak with a live customer service representative.
- **Abandon Call Rate:** Percentage of calls where the caller hangs up before speaking to a live voice.
- **Inquiry Timeliness:** Percentage of inquiries answered within seven calendar days.
- **Claims Financial Accuracy:** Percentage of claims paid correctly – dollar amount only.
- **Claims Accuracy:** Percentage of claims paid correctly the first time.
- **Claims Process Time:** Percentage of electronic claims paid within 10 days of receipt and percentage of non-electronic claims paid within 15 days of receipt.
- **Eligibility Posting Timeliness:** Percentage of membership files updated within 2 business days of the receipt of the OGB enrollment file.
- **ID Card Timeliness:** Percentage of new Plan Participants who have ID cards issued prior to their effective date of coverage.
- **PCP Turnover Rate:** Percentage of PCPs leaving the network voluntarily or involuntarily during the month.
- **Open PCP/Participant Ratio:** Ratio of open PCPs accepting New Plan Participants to Actual Plan Participants.
- **Grievance Log:** Number of Appeals and Grievances filed during the month. A detailed report is required listing all appeals and grievances and the current status of each.
- Submit annual Service Organization Control (SOC 1), Type II report resulting from SSAE 18 engagement no later than September 30 of each Contract year and/or other independent assurances approved by OGB.

- Submit quarterly report that captures operational performance guarantees on a client-specific basis and report OGB’s data within forty-five (45) calendar days after close of the quarter. All performance guarantees will be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of the calendar year.
- Provide client-specific ad hoc reports within thirty (30) days of OGB request that will include data related to Contractor’s operating performance and health outcomes of OGB’s Plan Participants.
- Within fifteen (15) business days after the first of each month, Contractor shall provide to OGB a report that shows, by month, premiums paid, incurred claims, paid claims, and Plan Participants enrolled.
- One hundred and twenty (120) days prior to January 1, 2020, and January 1, 2021 respectively, for the initial Contract period and 120 days prior to January 1, 2022, and January 1, 2023, respectively, for any renewal option period, the Contractor shall provide OGB with a renewal report that shows how the indicated rate adjustment for the renewal year was calculated. The renewal report shall include, at a minimum, the base period incurred claims on which the renewal projection is based, the annual trend factors used to project claims costs, the administrative fees included in the renewal calculation, adjustments due to credibility, adjustments for stop-loss premium, premiums at current rates, and the indicated rate adjustment.

## 2.4 Performance Guarantees

The following performance guarantees are the minimum acceptable standards for the resulting Contract. These metrics shall be reported to OGB quarterly and reconciled on an annual basis unless another time period is agreed to between OGB and Contractor.

Service Level	Fees at Risk Per Calendar Year
<b><u>Independent Assurance Reporting:</u></b> Submit annual Service Organization Control (SOC) 1, Type II report resulting from SSAE 18 engagement no later than September 30 of each Contract year and/or other independent assurances approved by OGB.	\$1,000 per day
<b><u>Annual Enrollment Meetings:</u></b> 100% attendance of state-wide annual open enrollment meetings within the proposed region(s) for which the Contractor is authorized to provide coverage.	\$1,000 per annual enrollment meeting missed
<b><u>Average Speed to Answer:</u></b> The average speed for answering of the customer service telephone line by a “live” representative shall be forty-five (45) seconds or less.	6.25%
<b><u>Abandon Call Rate:</u></b> 2.5% or less of all incoming calls received will be abandoned. Abandon Call Rate means the number of	6.25%

Service Level	Fees at Risk Per Calendar Year
incoming telephone calls received by the customer service telephone line which are abandoned by the caller after a selection is made either to the Interactive Voice Response Unit or Call Representative divided by the total number of incoming calls received by the customer service telephone line.	
<b><u>Eligibility Posting Timeliness:</u></b> 100% of electronically transmitted eligibility updates shall be posted to the Contractor's system within two (2) business days of receipt.	6.25%
<b><u>Required Membership Materials:</u></b> Required membership materials shall be distributed by contractor to each new Plan Participant within thirty (30) days of receipt of confirmation from OGB as to the validity of the enrollment application.	6.25%

## 2.5 Technical Requirements

NOT APPLICABLE TO THIS CONTRACT

## 2.6 Project Requirements

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

## 3 EVALUATION

### 3.1 Evaluation and Review

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

CRITERIA	MAXIMUM SCORE
PHASE 1: TECHNICAL APPROACH	
Approach and Methodology	25
Experience and Staff Qualifications	20
Veteran and Hudson Initiative	10
<b>TECHNICAL APPROACH SCORE</b>	<b>55</b>
PHASE 2: COST PROPOSAL	
Monthly Regional Premium	45
<b>COST PROPOSAL SCORE</b>	<b>45</b>
<b>TOTAL SCORE</b>	<b>100</b>

### Phase 1 – Technical Approach

#### Approach and Methodology

- Demonstrated effectiveness of Proposer's approach and methodology to performing the various services outlined in Section 2, Scope of Services and Attachment I: Technical Questionnaire.
- Quality, depth, and completeness of the project work plan.
- Understanding of the work, including a thoroughness shown in understanding the objectives of the Scope of Services (Section 2) and specific services and planned execution of the project.

#### Experience and Staff Qualifications

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

#### Veteran and Hudson Initiative

##### Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiative small entrepreneurship as subcontractors/subvendors.

Reserved points shall be added to the applicable Proposer's evaluation score as follows:

##### Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors/subvendors or distributors. Points will be allocated based on the following criteria:
  - Number of certified small entrepreneurship to be utilized
  - Experience and qualifications of the certified small entrepreneurship(s)
  - Anticipated earnings to accrue to the certified small entrepreneurship(s)
  - Percent of work allocated to the certified small entrepreneurship(s) pursuant to the resulting Contract award

#### **Phase 2 – Cost**

Cost Proposals for all Proposers will be evaluated and an absolute score calculated. Proposal with the lowest proposed monthly premium will receive 45 points. Points will be assigned for cost using

a calculation-based evaluation process based on the monthly premium from the pricing submitted by each Proposer on the Attachment IV: Cost Proposal Template.

Each proposed region will be scored separately using the following methodology:

1. The lowest proposed cost will receive 100% of the available points(45) for the cost component
2. Remaining Proposals will receive points based on application of the following formula:  
$$\text{Points for Cost Component} = (\text{Monthly premium of Lowest Cost Proposal} / \text{monthly premium of Proposal Being Evaluated}) \times 45 \text{ (points available for the cost component)}$$

## **4 PERFORMANCE STANDARDS**

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

See Section 2, Scope of Services

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

#### **Performance Guarantees:**

Contractor agrees to provide its operational performance guarantees on a client-specific basis and report OGB's results on a quarterly basis. OGB shall have the ability to modify the performance guarantees each Contract year; however, twenty-five (25%) percent of Contractor's total annual contracted cost will remain at risk, and Contractor shall also be subject to per day and per occurrence charges for certain performance guarantees. All guarantees must be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of the calendar year.

**Performance Guarantees:** The Contractor will be subject to negotiated performance standards whereby twenty-five (25%) percent of the total annual contracted cost will remain at risk, in addition to subjecting Contractor to per day and per occurrence charges for certain performance guarantees.

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

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

#### **Monitoring Plan:**

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

1. The Contractor will submit various monthly, quarterly, and annual reports to the Contract Supervisor as specified in RFP Section 2, Scope of Services and Attachment I: Technical Questionnaire.
2. The Contract Supervisor will work to ensure all scopes of services and deliverables are submitted timely and perform subsequent review and acceptance.

3. The Contract Supervisor will provide oversight of the implementation of the Scope of Services to ensure quality, efficiency, and effectiveness in fulfilling the Contract terms and the goals and objectives of OGB.

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

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

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## ATTACHMENT I: TECHNICAL QUESTIONNAIRE

Instructions: Provide a response to all questions below. 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 referencing 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.

Note: Representations made by the Proposer in the responses provided below will be evaluated under the Technical Approach and will become contractual obligations that must be met during the contract term.

### A. Organizational Background

1. Please provide your company's latest financial rating. If not rated indicate N/R.

Rating Agency	Rating	Date Reviewed
A.M. Best		
Moody's		
Standard & Poor's		
Weiss		

2. How long has your organization offered fully-insured HMO plans?
3. Identify the number of current Plan Participants enrolled by plan type with your organization:

Product	Number of Plan Participants
Employer-sponsored HMO	
Individual HMO	
Employer-sponsored PPO	
Individual HMO	
Other	
Other	

### B. Account Management

1. Provide the location of the office that will manage the OGB account.
2. Is there a reporting system that is available to clients for use via the Internet for standard ad hoc reporting?



3. Provide name, title, and immediate superior of the Account Executive assigned to OGB and indicate how the company evaluates the performance of this individual when considering compensation for the relevant period.
4. How many other accounts (and size of those accounts) does the Account Executive manage?

#### C. Customer Service

For the following questions, responses must be specific to the customer service location(s) that is/are being proposed for OGB services.

1. What facility/facilities will handle customer service for OGB's Plan Participants and where will each be located?
2. Will staff be dedicated/designated solely to OGB? Define dedicated/designated.
3. What are the hours of operation for customer service provided to OGB's Plan Participants? How is customer service handled after hours of operation?
4. For the customer service location(s) that will handle the OGB account, provide the following service statistics:

	Standard	2016 Actual	2017 Actual	2018 Goal
Telephone average speed of answer				
Percentage of calls abandoned				
Average waiting time				
Average call time				
Average time for problem resolution from initial notification				
Telephone quality				
Percentage of problems resolved during first call/contact (Plan Participant does not need to call back)				

5. During OGB's annual enrollment period, are you willing to extend customer service hours for potential participants? If yes, what extended hours of operation do you propose?
6. How are calls segmented (i.e., routing of inquiries by plan, inquiries about claims, requests to identify network providers, generalized Plan Participant services questions, etc.)?
7. What methodologies (i.e., silent call monitoring) are employed to monitor and control the quality of service provided? Are any new or supplemental methodologies proposed for implementation during the next 24 months?

8. Are all customer calls recorded and if not, what percentage are? How long are the recordings kept?
9. Provide a sample of the specific management reports of telephone inquiry performance.

**D. Claims Processing/Administration**

1. Provide the name of the facility or facilities that will handle claims processing and where each will be located.
2. Provide claim adjudication statistics for the proposed claim office(s) in the table below.

	Standard	2016 Actual	2017 Actual	2018 Goal
Financial accuracy (percentage of dollars paid correctly)				
Overall Accuracy				
Turnaround time in 14 calendar days				
Turnaround time in 28 calendar days				

3. What percent of overall claims are auto-adjudicated?
4. When was the last major upgrade of your claim processing system?
5. Are there any upgrades to your claim processing system planned for the next 24 months?
6. Describe your account structure parameters/limits for OGB's billing breakdown.

**E. Web Tools**

1. Which of the following services are currently or will be available by January 1, 2019 through your website? (Please √ Yes or No.)

	Current		January 1, 2019	
<b>Plan Participant Self-Service – Can Plan Participants:</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
a. access provider information				
b. access provider directories				
c. access provider directories with driving instructions				
<b>Plan Participant Self-Service – Can Plan Participants:</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
d. participate in community forums				
▪ If no, does your Website link to this type of site				
e. access benefit plan summaries				

	Current		January 1, 2019	
f. enroll on-line				
g. check eligibility				
h. order replacement ID cards				
i. participate in telemedicine				
j. file a claim				
k. download printable versions of claim forms				
l. check claim status				
m. submit appeals				
n. submit inquiries to customer service via email				
o. determine whether facility-based doctors are in-network at each in-network facility				
<b>Provider Support - Can providers:</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
p. verify in “real-time” the eligibility status of Plan Participants				
q. create virtual medical records for their patients				
r. access drug and medical history for their patients				
s. access lab values or other encounter data				
t. submit claims				
u. submit precertification information/extended LOS information				
<b>Health Management – Can Plan Participants:</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
v. access disease management program information				
w. access educational information				
x. complete a health risk assessment				
y. develop and save a health profile				
<b>Plan Sponsor</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
z. Can plan sponsors check Plan Participants online				
aa. Can plan sponsors update eligibility online				

2. Describe any planned upgrades to your reporting systems and web offerings.

#### F. Health Management

1. Provide brief descriptions for all of the health management programs (i.e., health promotion, health risk management, chronic disease management, high cost case management, care coordination, etc.) your organization offers for HMO Plan Participants that are included in the quoted premiums.
2. Will OGB be able to access case management, care coordination and disease management program information and statistics via a secure internet site/web database (i.e., program reporting, downloadable communication materials, etc.)?
3. Is your organization able to report population health risk status and changes to the OGB on a regular basis using claim data and/or information from another health risk assessment vendor? If so, describe.
4. What tools are provided to behavior modification program participants to encourage interaction with their physician?
5. Describe the outreach methods to those participants eligible to participate in a structured health management program.
6. Do you employ oncology nurses for your case management program?
7. Do you employ multiple sclerosis nurses for your case management program?
8. Describe your pharmacy case management process for high cost pharmacy claims.

#### G. Prescription Drugs

1. Provide a copy of your full formulary.
2. Describe any dosage or imposed dispensing limits
3. Provide information regarding the therapeutic management programs currently in place.
4. Provide details on your mail-order functionality/process.
5. How will transition of care/coordination of care issues be handled?

#### H. Communications

1. Provide an overview and samples of any communication pieces that may be used during the enrollment process.
2. Provide samples of any communication campaigns or monthly/quarterly newsletters sent to Plan Participants.

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## **ATTACHMENT II: SAMPLE CONTRACT**

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

### **1 SCOPE OF SERVICES**

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

(Contractor Name) shall provide fully-insured Health Maintenance Organization (HMO) Physician and Hospital Provider Network to OGB Plan Participants, including behavioral health and pharmacy benefits, in the Region(s) \_\_\_\_\_ on a fully-insured basis. These services shall include, at a minimum, all services specified in Section 1.2 and the attachments referenced therein.

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

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

See RFP Section 2, Scope of Work/Services

See RFP Attachment III: Business Associate Addendum

See RFP Attachment IV: Cost Proposal Template

See RFP Attachment VII: File Layout and Specifications

See RFP Attachment XI: Records Retention Schedule

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

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

1. To provide quality, cost-effective fully-insured health care services to Plan Participants.
2. To establish a Contract with fully-insured HMO Contractor(s).

#### **1.4 PERFORMANCE MEASURES**

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

#### **1.5 MONITORING PLAN**

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

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

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

## **1.6 CONTRACTOR PROJECT MANAGEMENT**

Contractor Project Management is as follows:

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

## **1.7 DELIVERABLES**

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

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

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

## 2 DEFINITIONS

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

**COBRA**- Denotes Consolidated Omnibus Budget Reconciliation Act.

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

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

**Non-Network Provider** – Denotes a health care provider that does not participate in the Proposer's/Contractor's established network to provide health care services to Plan Participants.

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

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

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

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

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

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

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

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

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

**State** - The State of Louisiana.

## 3 ADMINISTRATIVE REQUIREMENTS

### 3.1 TERM OF CONTRACT

The term of any contract resulting from this RFP shall begin on or about January 1, 2019, and is anticipated to end on December 31, 2021. With all proper approvals and concurrence with the successful Contractor, OGB may also exercise an option to extend the Contract for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36)-month term, all prior approvals required by Law shall be obtained. Written evidence of required approvals shall be submitted, along with the Contract amendment, to the Office of State Procurement (OSP) to extend Contract terms beyond the initial 3-year term. The total Contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

### 3.2 OGB FURNISHED RESOURCES

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

### **3.3 TAXES AND FEES**

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

### **3.4 PAYMENT TERMS**

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

The methods of payment may be via EVP, a method that converts check payments to a Visa credit card account with unique security features and electronic remittance notifications, EFT, a method in which payment is sent directly from the State's bank to the payee's bank, or wire transfer, a same day electronic funds transfer from OGB's bank account to the payee's bank account. See Attachment XIII, Electronic Vendor Payment Solution, for additional information regarding electronic payment methods and registration.

With respect to Plan Participants who select a Louisiana HMO for their coverage, OGB shall impose no extraordinary restrictions on their plan participation due to the selection of the Louisiana HMO. OGB shall impose upon Contractor a monthly administrative fee of \$20.00 for each HMO Primary Plan Participant. This administrative fee will be retained from the successful Contractor's fixed monthly premium paid directly to OGB for each Plan Participant. Those Plan Participants selecting the Louisiana HMO option shall receive the same employer contributions provided under La. R.S. 42:851, and the regulations issued thereunder, as participants who choose other health coverage options offered by OGB.



The Contractor will invoice OGB on the 1st of each month for payment of premiums for services provided pursuant to the resulting Contract. The invoice should include, at a minimum, the time period covered, total billed amount detailed by class of coverage, and assessed administrative fee based on total number of primary Plan Participant. Payments will be made to the Contractor after written acceptance by the State and approval of invoice. Upon approval of each submitted invoice by OGB's Chief Executive Officer or designee under a valid Contract, OGB/State will render payment of undisputed amounts within thirty (30) days.

### **3.5 PERFORMANCE BOND**

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

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

### **3.6 PERFORMANCE GUARANTEES**

Contractor agrees to provide its operational performance guarantees and report OGB's results on a client-specific basis on a quarterly basis. OGB shall have the ability to modify the performance guarantees each Contract year; however, twenty-five (25%) percent of Contractor's total contracted cost will remain at risk, and Contractor will be subject to per day and per occurrence fees for certain performance guarantees. All guarantees must be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of the calendar year.

Performance Guarantees: The Contractor will be subject to negotiated performance standards subject to a penalty of twenty-five (25%) percent of the total contracted cost, plus per day and per occurrence fees for certain performance guarantees.

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

Measurement Periods: The first period to be measured shall be January 1, 2019, through December 31, 2019. The second period will be for calendar year 2020, and the third period will be for calendar year 2021. The fourth and fifth period to be measured, subject to any option approval required by Law, are calendar year 2022 and 2023, respectively.

## **4 TERMINATION**

### **4.1 TERMINATION FOR CAUSE**

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

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

#### **4.2 TERMINATION FOR CONVENIENCE**

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

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

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

### **5 INDEMNIFICATION AND DEFENSE**

- (a) Contractor shall be fully liable for its own actions and the actions of its agents, employees, partners and subcontractors/vendors and shall fully protect, defend, and indemnify all State departments, including OGB, Agencies, Boards, and Commissions (collectively, the "State"), its officers, trustees, employees, servants, subcontractors, agents, and volunteers from and against any and all losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorneys' fees), and other liabilities of every name and description ("Claims/Costs") relating to personal injury or death to any person or damages, loss, or destruction of any real or tangible property which Claims/Costs may occur, or in any way arise out of, any act or omission of Contractor, its employees, agents, partners, contractors, or officers. Contractor shall indemnify and defend State from and against any Claims/Costs arising out of or related to any violation of or failure to comply with any state or federal law, or other legal or Contract requirement, to the extent caused by Contractor, its agents, employees, officers, partners or subcontractors; provided, however,

that Contractor shall not be required to indemnify for that portion of any Claims/Costs arising hereunder due solely to the negligent or intentional act or failure to act of the State.

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

due to Contractor as may be necessary to satisfy any Claims/Costs, and other liabilities asserted by or against the State, OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, for which Contractor owes indemnification and/or defense pursuant to this Section.

## **6 FORCE MAJEURE**

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

## **7 CONTRACT CONTROVERSIES**

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

## **8 FUND USE**

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

## **9 ASSIGNMENT**

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

## **10 RIGHT TO AUDIT**

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

The State has the right to hire an independent third-party auditor, if the State deems necessary, to review all accounts, procedures, matters, and records, and Contractor and/or

subcontractor/vendor shall provide access to all files, information system access, and space access upon request of the State for the third-party auditor selected to perform the indicated audit.

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

## **10.1 RECORDS**

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

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

## **10.2 CONTRACTOR'S COOPERATION**

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

## **11 CONTRACT MODIFICATIONS**

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

## **12 CONFIDENTIALITY OF DATA**

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

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

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

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

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

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

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

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

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

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

## **13 SUBCONTRACTORS**

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

## **14 COMPLIANCE WITH LAWS**

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

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

## **15 INSURANCE**

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

inception of the policy must be no later than the first date of anticipated work under the Contract. Certificates of Insurance shall be filed with the State for approval. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State before work is commenced. Contractor must provide the State thirty (30) days' prior written notice of any cancellation or reduction in coverage for any such insurance. Any such cancellation or reduction in coverage, if not approved in advance, may result in termination of the Contract.

**Workers' Compensation Insurance:** Before any work is commenced, Contractor must have in place and shall maintain during the life of the Contract, Workers' Compensation Insurance for all of Contractor's employees and other persons for whom Contractor is required to provide Workers' Compensation Insurance under applicable law. In case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Workers' Compensation Insurance shall be in compliance with the Workers' Compensation law of the state of the Contractor's headquarters.

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

**Commercial General Liability Insurance:** Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance, including Personal and Advertising Injury Liability, which shall protect it, and the State, its officers, trustees, employees, servants, and/or agents, from losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorneys' fees), and other liabilities relating to personal injury, general negligence, violation of or failure to comply with any state or federal law, regulation, or other legal mandate, and damage to real or personal tangible property to the extent caused by Contractor, its employees, officers, agents, partners or subcontractors, and which may arise from operations or services under the Contract, whether such operations or services be by Contractor or by a subcontractor, or by anyone directly or indirectly employed or procured by either of them, or in such manner as to impose liability on the State, its officers, trustees, employees, servants, and/or agents. Such insurance shall name the State of Louisiana, its officers, trustees, employees, servants, and agents as additional insureds. The amount of coverage shall be as follows: Commercial General Liability insurance, including Personal and Advertising Injury Liability, with policy limits of not less than \$1,000,000 per occurrence and in the aggregate, and Umbrella Liability insurance, with policy limits of not less than \$5,000,000 per occurrence and in the aggregate.



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

**Cyber Liability Insurance:** Contractor shall have in place before commencing work under the Contract and maintain during the life of the Contract and for the extended reporting period herein, cyber liability insurance, including first-party costs, for any electronic breach that compromises the State's confidential data with a minimum policy limit of \$1,000,000 per occurrence and a minimum aggregate of \$2,000,000 for the purpose of providing coverage for claims arising out of the performance of its services under this Contract. Claims-made coverage is acceptable. Such insurance shall name the State of Louisiana, its officers, trustees, employees, servants, and agents as additional insureds. Coverage shall be provided for the duration of this Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than twenty-four (24) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premiums.

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

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

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

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

1. General Liability and Automobile Liability Coverages
  - a. The State, OGB, its officers, agents, employees, and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (or current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the State.

- b. The Contractor's insurance shall be primary as respects the State, OGB, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the State/OGB shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the State/OGB, its officers, agents, employees, and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

## 2. Workers' Compensation and Employer's Liability Coverage

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

## 3. All Coverages

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

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

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

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

The Certificate Holder shall be listed as follows:

State of Louisiana  
Office of Group Benefits, Its Officers, Agents, Employees and Volunteers  
1201 N. 3<sup>rd</sup> Street, Suite G-159, Baton Rouge, LA 70802

#### Fully-Insured HMO Plan

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

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

### **16 APPLICABLE LAW**

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

### **17 CODE OF ETHICS**

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

### **18 SEVERABILITY**

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

### **19 INDEPENDENT ASSURANCES**

Contractor shall submit, and cause its subcontractors who perform key internal controls to submit, to certain independent audits to ascertain that processes and controls related to the contracted service are operating properly. Independent assurances may be in the form of a Service Organization Control ("SOC") 1, Type II and/or SOC 2, Type II report resulting from an independent annual SSAE 18 engagement of the operations. The SSAE 18 engagement will be performed at least annually by an audit firm that will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. The audit firm that will conduct the SSAE 18 engagement will submit a final report on controls placed in operation for the project and include a detailed description of the audit firm's tests of the

operating effectiveness of controls. The Contractor shall supply the State with an exact copy of the SOC report resulting from the SSAE 18 engagement within the specified timeframe.

As an alternative to a SSAE 18 engagement and resulting SOC 1, Type II and/or SOC 2, Type II report, if approved by OGB on or before January 15<sup>th</sup> of each calendar year, Contractor may provide a quality control plan [such as third party Quality Assurance (QA), an Independent Verification and Validation (IV & V)]; or, any other independent Contractor project or performance review or independent internal audit report.

The cost of such independent assurances will be borne solely by Contractor. Such independent assurances shall be performed at least annually during the term of the Contract. Contractor may review any audit report before delivery to the State and include with the report a supplementary statement containing facts that Contractor considers pertinent to the audit or engagement. Contractor shall implement recommendations as suggested by the program review, audit, and/or SSAE 18 engagement within three (3) months of report issuance and at no cost to the State.

## **20 NOTICE**

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

To (Contractor Name):     Contact Name  
   Contact Address

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

Or

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

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

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

## **21 HEADINGS**

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

## **22 ENTIRE AGREEMENT**

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

## **23 ORDER OF PRECEDENCE**

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

## **24 BUSINESS ASSOCIATE ADDENDUM**

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

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

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

## **25 COMMISSIONER'S STATEMENTS**

Statements, acts, and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any

subcontractor/vendor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under Law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

## **26 CONTRACTOR ELIGIBILITY**

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

## **27 CONTINUING OBLIGATIONS**

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

## **28 TRANSITION OF SERVICES AND DATA**

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

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

**STATE OF LOUISIANA  
OFFICE OF GROUP BENEFITS**

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

**NAME:** Tommy Teague

**TITLE:** Chief Executive Officer

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

**CONTRACTOR**

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

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

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

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

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## ATTACHMENT III: BUSINESS ASSOCIATE ADDENDUM

State of Louisiana, Office of Group Benefits

### HIPAA Business Associate Addendum

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR**

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

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

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

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

Title: Chief Executive Officer

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

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

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

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## ATTACHMENT IV: COST PROPOSAL TEMPLATE

All cost information shall be provided using this Cost Proposal Template. Any deviations to the template will be deemed non-responsive.

The Proposer shall provide a fixed monthly premium inclusive of all services for an active employee “Employee Only” coverage for the first year of the initial Contract period, January 1, 2019, to December 31, 2019, for each proposed region. The monthly premium shall be fully burdened and inclusive of all travel and Contract-related expenses. See Attachment V for enrollment information by plan. See Attachment VI for a description of the regions by parish. For OGB’s monthly premium rates effective January 1, 2018, reference:

<http://info.groupbenefits.org/premium-rates/>

The resulting Contract premiums for all other classes of coverage (for example, Employee + Spouse, Employee + Children, Family, and COBRA for each class of coverage) will be derived from the single, active Employee Only rate utilizing the factors applied to OGB’s self-insured plans.

The **fully burdened monthly premium** for each proposed region will be scored separately using the methodology detailed in Sections 1.9(H) and 3.1. Proposer must provide monthly premium for all regions if Proposer intends to be considered for offering statewide coverage. Each region will be scored separately. Statewide coverage is not guaranteed even if all regions are proposed on the cost proposal.

OGB will charge the Contractor an administrative fee of \$20.00 per Primary Plan Participant per month, and this fee shall not be included in the proposed fixed monthly premium. The Contractor will submit proposed rates for each twelve (12)-month period no later than July 31<sup>st</sup> of the preceding year, starting on July 31, 2019. **Note: Premium rates proposed for each twelve (12)-month period must be approved by the OGB. The maximum percentage increase for each twelve (12)-month period during the initial Contract period and during the renewal option period is 20%. OGB reserves the right to negotiate lower premiums for each twelve (12)-month period during the initial Contract period and for each twelve (12)-month period during the renewal option period.**

The proposed monthly premium may be deemed competitive if it is not higher than the current rate for OGB’s self-insured plan, Magnolia Local Plus. “Current rate” means the premium rate for the Magnolia Local Plan that is or will be in effect on the date of implementation of the proposed monthly premium.

### **Region 1**

<b>Region 1</b>	<b>Fixed Monthly Fully Burdened Premium, Fully Insured</b>
Single Active Employee Premium 1/1/2019 – 12/31/2019	\$ _____

**Region 2**

<b>Region 2</b>	<b>Fixed Monthly Fully Burdened Premium, Fully Insured</b>
Single Active Employee Premium 1/1/2019 – 12/31/2019	\$ _____

**Region 3**

<b>Region 3</b>	<b>Fixed Monthly Fully Burdened Premium, Fully Insured</b>
Single Active Employee Premium 1/1/2019 – 12/31/2019	\$ _____

**Region 4**

<b>Region 4</b>	<b>Fixed Monthly Fully Burdened Premium, Fully Insured</b>
Single Active Employee Premium 1/1/2019 – 12/31/2019	\$ _____

**Region 5**

<b>Region 5</b>	<b>Fixed Monthly Fully Burdened Premium, Fully Insured</b>
Single Active Employee Premium 1/1/2019 – 12/31/2019	\$ _____

**Region 6**

<b>Region 6</b>	<b>Fixed Monthly Fully Burdened Premium, Fully Insured</b>
Single Active Employee Premium 1/1/2019 – 12/31/2019	\$ _____

**Region 7**

<b>Region 7</b>	<b>Fixed Monthly Fully Burdened Premium, Fully Insured</b>
Single Active Employee Premium 1/1/2019 – 12/31/2019	\$ _____

**Region 8**

<b>Region 8</b>	<b>Fixed Monthly Fully Burdened Premium, Fully Insured</b>
Single Active Employee Premium 1/1/2019 – 12/31/2019	\$ _____

**Region 9**

<b>Region 9</b>	<b>Fixed Monthly Fully Burdened Premium, Fully Insured</b>
Single Active Employee Premium 1/1/2019 – 12/31/2019	\$ _____

## ATTACHMENT V: ENROLLMENT INFORMATION BY PLAN

Plan Participants with Health Coverage by Region												
As of February 5, 2018												
Regions												
Health Plan		0	1	2	3	4	5	6	7	8	9	Totals
BLUE MAGNO LOCL												
	Member Counts		418	325	1	21			101		63	929
	Region		1.35%	0.50%	0.01%	0.09%			0.70%		0.28%	0.37%
	Plan		44.95%	34.95%	0.11%	2.26%			10.90%		6.77%	99.89%
BLUE MAGNO OPEN												
	Member Counts	2,897	3,744	4,171	1,209	3,751	3,175	6,736	2,565	6,635	3,115	37,998
	Region	32.06%	12.11%	6.37%	13.59%	16.79%	25.92%	19.93%	16.90%	22.94%	13.63%	15.21%
	Plan	7.62%	9.85%	10.98%	3.18%	9.87%	8.36%	17.73%	6.80%	17.46%	8.20%	99.99%
BLUE MAGNO PLUS												
	Member Counts	4,609	21,204	45,607	6,464	15,332	7,953	24,361	8,428	13,257	16,782	163,997
	Region	51.00%	68.57%	69.60%	72.68%	68.63%	64.92%	72.08%	55.40%	45.84%	73.42%	65.67%
	Plan	2.81%	12.93%	27.80%	3.94%	9.35%	4.85%	14.85%	5.10%	8.08%	10.23%	99.98%
BLUE PELCN HRA												
	Member Counts	308	1,001	1,311	318	674	369	833	492	678	716	6,700
	Region	3.41%	3.24%	2.00%	3.58%	3.02%	3.01%	2.46%	3.20%	2.34%	3.13%	2.68%
	Plan	4.60%	14.94%	19.56%	4.75%	10.06%	5.51%	12.43%	7.30%	10.12%	10.68%	99.99%
BLUE PELCN HSA												
	Member Counts	136	847	1,961	289	784	322	557	512	837	623	6,868
	Region	1.50%	2.74%	2.99%	3.25%	3.51%	2.63%	1.65%	3.40%	2.89%	2.73%	2.75%
	Plan	1.98%	12.33%	28.54%	4.21%	11.41%	4.69%	8.11%	7.50%	12.18%	9.07%	99.97%
LSUSH ASO OPT1												
	Member Counts	517	2,176	8,169	378	1,028	184	436	2,193	417	741	16,239
	Region	5.72%	7.04%	12.47%	4.25%	4.60%	1.50%	1.29%	14.40%	1.44%	3.24%	6.50%
	Plan	3.18%	13.40%	50.30%	2.33%	6.33%	1.13%	2.68%	13.50%	2.57%	4.56%	100.00%
LSUSH ASO OPT2												
	Member Counts	78	376	1,562	13	78	20	21	340	15	47	2,550
	Region	0.86%	1.22%	2.38%	0.15%	0.35%	0.16%	0.06%	2.20%	0.05%	0.21%	1.02%
	Plan	3.06%	14.75%	61.25%	0.51%	3.06%	0.78%	0.82%	13.30%	0.59%	1.84%	100.00%

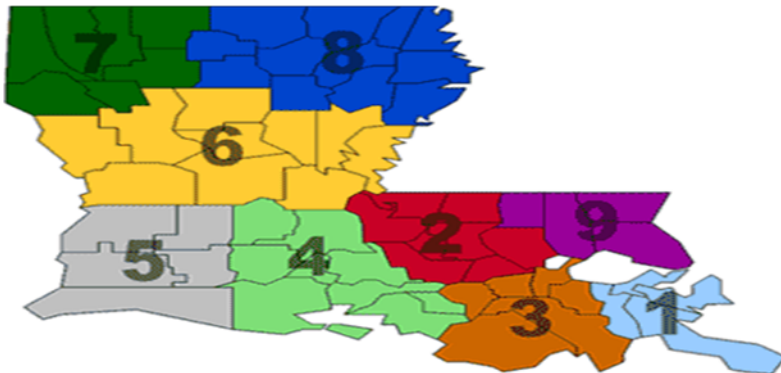


Plan Participants with Health Coverage by Region												
As of February 5, 2018												
Regions												
Health Plan		0	1	2	3	4	5	6	7	8	9	Totals
LSUSH ASO OPT3												
	Member Counts	377	170	915	76	177	57	86	254	73	111	2,296
	Region	4.17%	0.55%	1.40%	0.85%	0.79%	0.47%	0.25%	1.70%	0.25%	0.49%	0.92%
	Plan	16.42%	7.40%	39.85%	3.31%	7.71%	2.48%	3.75%	11.10%	3.18%	4.83%	100.00%
ONEXC HRFEE STAT												
	Member Counts	66	130	164	12	24	9	37	32	39	51	564
	Region	0.73%	0.42%	0.25%	0.13%	0.11%	0.07%	0.11%	0.20%	0.13%	0.22%	0.23%
	Plan	11.68%	23.01%	29.03%	2.12%	4.25%	1.59%	6.55%	5.70%	6.90%	9.03%	99.82%
PPLSH HMO65 PRSH												
	Member Counts		753	882	58	21	3	4	1	2	513	2,237
	Region		2.44%	1.35%	0.65%	0.09%	0.02%	0.01%	0.00%	0.01%	2.24%	0.90%
	Plan		33.66%	39.43%	2.59%	0.94%	0.13%	0.18%	0.00%	0.09%	22.93%	100.00%
VANTA BAS65 STAT												
	Member Counts		1	3	1	11	5	21	7	49		98
	Region		0.00%	0.00%	0.01%	0.05%	0.04%	0.06%	0.10%	0.17%		0.04%
	Plan		1.02%	3.06%	1.02%	11.22%	5.10%	21.43%	7.10%	50.00%		100.00%
VANTA HMO65 PREM												
	Member Counts		3	21	6	49	24	93	23	229	5	453
	Region		0.01%	0.03%	0.07%	0.22%	0.20%	0.28%	0.20%	0.79%	0.02%	0.18%
	Plan		0.66%	4.64%	1.32%	10.82%	5.30%	20.53%	5.10%	50.55%	1.10%	100.00%
VANTA HMO65 STAN												
	Member Counts	4	26	74	28	184	88	292	98	332	31	1,157
	Region	0.04%	0.08%	0.11%	0.31%	0.82%	0.72%	0.86%	0.60%	1.15%	0.14%	0.46%
	Plan	0.35%	2.25%	6.40%	2.42%	15.90%	7.61%	25.24%	8.50%	28.69%	2.68%	100.00%
VANTA MHHP REGN												
	Member Counts	45	74	364	41	205	42	318	155	6,358	59	7,661
	Region	0.50%	0.24%	0.56%	0.46%	0.92%	0.34%	0.94%	1.00%	21.98%	0.26%	3.07%
	Plan	0.59%	0.97%	4.75%	0.54%	2.68%	0.55%	4.15%	2.00%	82.99%	0.77%	100.00%
Total Members		9,037	30,923	65,529	8,894	22,339	12,251	33,795	15,201	28,921	22,857	249,747



## ATTACHMENT VI: REGIONS BY PARISH

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



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## ATTACHMENT VII: FILE LAYOUT AND SPECIFICATIONS

### Files to be sent by the Contractor to OGB:

Prior to any transmission of claims data from the Contractor to OGB, OGB must have an understanding of the Contractor's procedures for processing, paying and adjusting claims so that the financial and clinical care of OGB's Plan Participants can be accurately reflected in the OGB data warehouse. Information provided to OGB is also utilized by OGB for management of population health and ongoing health conditions, including, but not limited to, diabetes, coronary heart disease, chronic heart failure, asthma, and chronic obstructive pulmonary disease (COPD). To facilitate OGB needs and clarify the expectations of the file layout, the following will apply to all claims:

- **Only processed claims** – The Contractor will transmit all paid and denied claims as indicated above for which bills were submitted by providers for OGB Plan Participants. Claim transmissions will include detail for each charge or service line on the patient's bill. All coding in each line will adhere to standard medical coding procedures.
- **Adjusted Claims** – Claims that are reprocessed and subsequently adjusted, whether for financial reasons, for changes related to services provided, or otherwise, will include a reference to the original or preceding claim in all claim lines. OGB must be able to reconstruct a representative processing history for each claim through final disposition.
- **Provider recognition** – Each provider must be clearly identified by their purpose in the data provided; specifically, service providers and "pay-to" providers must be distinguished from each other. Where possible, relationships between facilities, physician groups, physicians, and other ancillary service providers as this information applies to patient care should be made available whenever possible.
- **Non-standard codes** – Codes and their meaning or description used to represent the Contractor's processing data for which an industry standard does not exist will be transmitted to OGB separately from the monthly transmission, beginning with Contract initiation. Any changes to these codes will be transmitted to OGB prior to transmission of claim records with these codes being used. Examples of these codes include, but are not limited to, the Contractor's physician specialty codes and denial codes.
- **Data standards** – Numeric data will be right-justified and zero-filled. Money amounts will be 15 digits including an explicit decimal point and accurate to two decimal places (000009999999.99). Negative amounts will have a minus sign as the first character (-000099999999.99). Dates will be formatted **CCYYMMDD** and valid. All text will be left-justified and space-filled. All Social Security Numbers (SSNs), ICD-10 codes, phone numbers, National Drug Codes (NDCs) and zip codes will be left-justified, with no dashes, commas, decimals or other formatting.

Files are to be transmitted by the Contractor to OGB on a monthly basis, between the 5th and 10th of the following month. For example, the files for January shall be received by OGB by the 10th of February. **All files must be sent electronically using Secure File Transfer Protocol (“SFTP”) and encrypted using Pretty Good Privacy (“PGP”) with an annually expiring key.**

- 1. Medical Claims File (Appendix A-1)** – The Contractor shall send OGB all claims for which Explanations of Benefits (EOBs) or checks were sent or issued to the provider and/or claimant during a month. This is a file of records containing claim charge lines or service lines for a physician claim (CMS-1500), facility claim (UB-92), or a dental claim (ADA-1500) that has been received and processed. No claims in process are included.
- 2. Provider File (Appendix A-2)** – This is a file of medical service providers for which checks and EOBs were issued in (1) above. This will include, for example, physicians, hospitals, urgent care facilities, and physician groups. The file will contain separate records relevant to the entity paid.
- 3. Code Files (Appendix A-3)** – These files will contain codes used in claim processing that are not standard, universally-accepted values. Codes that fall into this category include, but are not limited to, provider specialty codes, denial reason codes, types of service codes and override codes. Codes are subject to change over the life of this Contract, and if a code changes, dates associated with the code are required to be submitted to OGB for its meaning before and after the change. If the Contractor uses any other codes with which OGB is not familiar, the Contractor will transmit a file of those codes consistent with this format, if appropriate.
- 4. Drug Claims File (Appendix A-4)** - This file contains all drugs for which prescriptions were filled by OGB Plan Participants during the month.

**REQ:** \* indicates a required field **TYPE:** A/N – Alphanumeric (or text)

N – Numeric D – Date

Appendix A-1 Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
<b>Field 1: The Claim ID is the Contractor's distinct identifier for all charges and services associated with a patient bill. Whenever OGB contacts the Contractor relevant to information on a medical claim, this identifier will be used as reference to the specific claim.</b>						
1	*	CLAIM ID	A/N	40	1-40	THE CONTRACTOR'S UNIQUE IDENTIFIER FOR THIS CLAIM.
<b>Field 2: A service line references a discrete charge or service in a submitted claim. OGB uses service line detail for its reporting for the State of Louisiana whenever OGB is asked to study the potential effects of a change to existing benefits, whether financial or clinical.</b>						
2	*	CLAIM LINE ID	A/N	40	41-80	THE CONTRACTOR'S IDENTIFIER FOR A PARTICULAR CHARGE OR SERVICE LINE.
<b>Fields 3-4: Service Dates apply to the claim line, not the duration of the stay referenced for inpatient facility claims.</b>						
3	*	FROM SERVICE DATE	D	8	81-88	THE START DATE OF SERVICE REFERENCED ON THIS LINE. <b>FORMAT- CCYYMMDD</b>
4	*	THRU SERVICE DATE	D	8	89-96	THE LAST/FINAL DATE OF SERVICE. <b>FORMAT- CCYYMMDD</b>
<b>Field 5: For keyed claims, the date received, not the date keyed. For electronic claims, the date the Contractor received the transmission.</b>						
5	*	RECEIVED DATE	D	8	97-104	THE DATE THE CLAIM WAS RECEIVED BY THE CONTRACTOR <b>FORMAT- CCYYMMDD</b>
6	*	CLAIM SOURCE	A/N	1	105	"K": KEYED INPUT "A": AUTOMATIC/ELECTRONIC INPUT

Appendix A-1 Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
7	*	SYSTEM ENTRY DATE	D	8	106-113	THE DATE THE CONTRACTOR FIRST ENTERED THE CLAIM INTO THE CLAIM PAYMENT SYSTEM <b>FORMAT- CCYYMMDD</b>
<b>Field 8: For each action affecting the payment status or clinical information on a claim, the date that action was taken.</b>						
8	*	ADJUDICATION DATE	D	8	114-121	THE DATE THE CONTRACTOR PROCESSED AN ORIGINAL CLAIM. FOR ADJUSTMENTS, THE DATE REPROCESSED <b>FORMAT- CCYYMMDD</b>
9	*	PAID DATE	D	8	122-129	THE DATE THE PROCESSED CLAIM WAS PAID OR ADJUSTED. FOR DENIED CLAIMS, THE DATE DENIED. <b>FORMAT- CCYYMMDD</b>
10	*	MEDICAL CLAIM DOC TYPE	A/N	10	130-139	THE TYPE OF DOCUMENT SUBMITTED, EITHER THE HCFA OR UB DESIGNATION.
11		SUBMITTED DRG	A/N	20	140-159	FOR INPATIENT CLAIMS, THE V25 DRG CODE THAT WAS SUBMITTED ON THE CLAIM
<b>Field 12: Revenue code is required for UB-92 claims. OGB will calculate the patient's length of stay for our data warehouse reports based on revenue coding.</b>						
12		REVENUE CODE	A/N	10	160-169	THE 3 CHARACTER REVENUE CODE USED ON UB92 CLAIM FORMS.
<b>Field 13: The original billed charge for each claim line will be provided on all activity affecting the claim or claim line.</b>						
13	*	CHARGE AMOUNT	N	15	170-184	THE DOLLARS BILLED/CHARGED BY THE PROVIDER FOR THIS CLAIM LINE.
<b>Field 14: For in-network providers, the allowed amount is determined after repricing and applying rate tables. For out-of-network providers, the allowed amount is determined from the Contractor's fee schedule for that service.</b>						

Appendix A-1 Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
14	*	ALLOWED AMOUNT	N	15	185-199	THE AMOUNT THAT IS ALLOWED PER THE PROVIDERS PRICING CONTRACT OR FOR OUT-OF-NETWORK PROVIDERS
<b>Field 15: Copay is a fixed component of the member's cost share to be paid to the provider by or for the member directly and separately from other claim payments. Copays are established by the state and are listed in the plan benefits document.</b>						
15	*	COPAY AMOUNT	N	15	200-214	THE AMOUNT THAT WOULD NORMALLY BE PAYABLE TO THE PROVIDER AT THE TIME OF SERVICE SEPARATE FROM THE AMOUNT PAID BY THE CONTRACTOR.
<b>Field 16: Coinsurance is a variable component of the member's cost share to be paid to the provider by or for the member directly and separately from other claim payments. This value is normally zero except for out-of-network providers.</b>						
16	*	COINSURANCE AMOUNT	N	15	215-229	THE AMOUNT THAT WOULD NORMALLY BE PAYABLE TO THE PROVIDER, BUT NOT BY THE CONTRACTOR DUE TO THE MEMBER'S COINSURANCE ARRANGEMENTS.
<b>Field 17: The deductible is a component of the member's cost share to be paid to the provider by or for the member directly and separately from other claim payments. This value is normally zero except for out-of-network providers for which the member is subject to an annual limit.</b>						
17	*	DEDUCTIBLE AMOUNT	N	15	230-244	THE AMOUNT THAT WOULD NORMALLY BE PAYABLE TO THE PROVIDER, BUT NOT BY THE CONTRACTOR BASED ON PLAN BENEFITS.
18	*	COB PAID AMOUNT	N	15	245-259	THE AMOUNT PAID BY ANOTHER INSURER AGAINST THE MEMBER'S CLAIM, (COORDINATION OF BENEFITS)
19	*	WITHHELD AMOUNT	N	15	260-274	THE AMOUNT WITHHELD FROM PAYMENT DUE TO TERMS OF THE PROVIDER'S CONTRACT OR ACCOUNT.

Appendix A-1 Medical Claims File						
FIEL D	RE Q	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
20	*	PROVIDER PAID AMOUNT	N	15	275-289	THE NET AMOUNT THAT WAS EVENTUALLY PAID DIRECTLY BY THE CONTRACTOR TO THE PAY-TO PROVIDER FOR THIS CLAIM LINE.
21	*	MEMBER PAID AMOUNT	N	15	290-304	THE NET AMOUNT THAT WAS EVENTUALLY PAID DIRECTLY BY THE CONTRACTOR TO THE MEMBER, SUBSCRIBER OR EMPLOYEE FOR THIS CLAIM LINE.
<b>Field 22: The net paid amount must equal the total of the provider paid amount and the member paid amount.</b>						
22	*	NET PAID AMOUNT	N	15	305-319	THE NET AMOUNT THAT WAS PAID IN TOTAL FOR THIS CLAIM LINE BY THE CONTRACTOR.
23	*	TRANSACTION TYPE	A/N	20	320-339	THE TRANSACTION TYPE (OUTCOME). SPECIFICALLY, 'APPROVED', 'DENIED', 'DUPLICATE', 'REVERSED', 'REVERSAL', 'ADJUSTMENT'.
<b>Field 24: The Adjusted From Claim ID field is blank for the first activity or transaction against a patient's bill, the "original claim". Depending on the Contractor's procedures, for reprocessed claims this field will either contain the claim number of the original transaction or the claim number of the immediately prior transaction against the originally submitted claim. OGB will use this field to reconstruct a transaction history against the original claim. Note: Claim Line IDs remain the same throughout the transaction history of a member's claim (see Field 2 above).</b>						
24		ADJUSTED FROM CLAIM ID	A/N	40	340-379	IF THIS CLAIM IS A REPROCESSING OF A MEMBER'S CLAIM, THIS FIELD WILL CONTAIN THE CLAIM ID OF THE PRIOR CLAIM.
<b>Field 25: The Contractor will provide OGB a file of their denial codes and the corresponding descriptions for the reasons a claim may be denied. Codes provided on denied claims will exist in the list provided, and any changes to the list will be provided to OGB in a timely manner. All denial reasons will be clear and accurately reflect the actual condition causing the denial. Note: The denial reason code is required for all denied claims</b>						

Appendix A-1 Medical Claims File						
FIEL D	RE Q	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
25		DENIED REASON	A/N	20	380-399	IF DENIED, THE REASON CODE FOR THIS DENIAL.
26		BILL TYPE CODE	A/N	3	400-402	CREATED BY HCFA AND PROVIDES THREE SPECIFIC PIECES OF INFORMATION. THE FIRST CHARACTER IDENTIFIES THE TYPE OF FACILITY. THE SECOND CLASSIFIES THE TYPE OF CARE. THE THIRD INDICATES THE SEQUENCE OF THIS BILL IN THIS PARTICULAR EPISODE OF CARE.
27	*	PLACE OF SERVICE	A/N	20	403-422	THE HCFA STANDARD PLACE OF SERVICE CODE
28	*	TYPE OF SERVICE	A/N	20	423-442	THE HCFA STANDARD TYPE OF SERVICE CODE ON THE CLAIM.
29	*	SERVICE UNITS COUNT	N	11	443-453	THE NUMBER OF UNITS OF SERVICE DESCRIBED BY THE PROCEDURE REFERENCED ON THIS CLAIM LINE.
30		ANESTHESIA MINUTES	N	11	454-464	WHEN APPROPRIATE, THIS CLAIM LINE LISTS THE NUMBER OF MINUTES OF ANESTHESIA THAT WAS RENDERED.
<b>Fields 31-36: Employee refers to the contract holder (subscriber), identified as relation = '01' in the State of Louisiana's eligibility file provided to the Contractor in a daily transmission.</b>						
31	*	EMPLOYEE SSN	A/N	11	465-475	THE CONTRACT HOLDER'S SOCIAL SECURITY NUMBER - LEFT JUSTIFIED AND FILLED WITH SPACES TO THE RIGHT. NO DASHES. THE FOREIGN WORKER NUMBER, WHEN APPROPRIATE.



Appendix A-1 Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
32	*	EMPLOYEE ID QUALIFIER	A/N	1	476	INDICATES THE TYPE/ORIGIN OF THE IDENTIFYING NUMBER FROM THE BILL USED TO DETERMINE ELIGIBILITY: 'S'=SSN; 'P'=MEMBER ID OF THE CONTRACT HOLDER
33	*	EMPLOYEE LAST NAME	A/N	40	477-516	THE LAST NAME OF THE CONTRACT HOLDER.
34	*	EMPLOYEE SEX	A/N	1	517	THE GENDER OF THE CONTRACT HOLDER. 'F' = FEMALE; 'M' = MALE; 'U' = UNKNOWN
35	*	EMPLOYEE DATE OF BIRTH	D	8	518-525	THE CONTRACT HOLDER'S DATE OF BIRTH <b>FORMAT- CCYYMMDD</b>
36	*	EMPLOYEE ZIP CODE	A/N	9	526-534	THE CONTRACT HOLDER'S FULL ZIP CODE, 5 OR 9 DIGITS AS AVAILABLE, NO DASHES.
<b>Fields 37-43: Member refers to the patient for whom the charge or service was provided. For a claim to be paid, a member must be eligible as of the date of the service. Member information must correspond to OGB's eligibility transmission.</b>						
37	*	UNIQUE MEMBER ID	A/N	8	535-542	THE MEMBER'S UNIQUE IDENTIFIER FROM THE STATE OF LOUISIANA'S ELGIBILITY FEED.
38		MEMBER SSN	A/N	11	543-553	THE MEMBER'S SOCIAL SECURITY NUMBER - LEFT JUSTIFIED AND FILLED WITH SPACES TO THE RIGHT. NO DASHES. THE FOREIGN WORKER NUMBER, WHEN APPROPRIATE.
39	*	MEMBER FIRST NAME	A/N	40	554-593	THE FIRST NAME OF THE MEMBER (PATIENT)
40	*	MEMBER LAST NAME	A/N	40	594-633	THE LAST NAME OF THE MEMBER (PATIENT)
41	*	MEMBER SEX	A/N	1	634	THE GENDER OF THE MEMBER. 'F' = FEMALE; 'M' = MALE; 'U' = UNKNOWN
42	*	MEMBER DATE OF BIRTH	D	8	635-642	THE MEMBER'S DATE OF BIRTH. <b>FORMAT- CCYYMMDD</b>
43	*	MEMBER ZIP CODE	A/N	9	643-651	THE MEMBER'S FULL ZIP CODE, 5 OR 9 DIGITS AS AVAILABLE, NO DASHES.

Appendix A-1 Medical Claims File						
FIELD D	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
<b>Field 44: The relationship code will be consistent with that provided to the Contractor in the daily eligibility transmission.</b>						
44	*	RELATIONSHIP TO EMPLOYEE	A/N	2	652-653	THE RELATIONSHIP THIS MEMBER HAS TO THE CONTRACT HOLDER. '01 = EMPLOYEE/CONTRACT HOLDER '02' = SPOUSE '03' AND ABOVE= OTHER DEPENDENTS
<b>Fields 45-46: The following should relate directly to a check written to a member in the check register transmitted along with the month's claim file.</b>						
45		MEMBER CHECK NUMBER	A/N	10	654-663	FOR PAID CLAIMS, THE NUMBER OF THE CHECK USED TO PAY THE MEMBER
46		MEMBER CHECK AMOUNT	N	15	664-678	THE AMOUNT ON THE MEMBER'S CHECK
<b>FIELDS 47-57 AND 61-66: DIAGNOSIS AND PROCEDURE CODING WILL ADHERE TO ICD-10 STANDARD CODING.</b>						
47	*	PRIMARY DIAGNOSIS CODE	A/N	10	679-688	THE ICD-10-CM DIAGNOSIS CODE THAT IDENTIFIES THE PRIMARY DIAGNOSIS FOR THE SERVICE PROVIDED
48		DIAGNOSIS CODE 2	A/N	10	689-698	THE ICD-10-CM DIAGNOSIS CODE THAT IDENTIFIES THE SECOND DIAGNOSIS FOR THE SERVICE
49		DIAGNOSIS CODE 3	A/N	10	699-708	THE ICD-10-CM DIAGNOSIS CODE THAT IDENTIFIES THE THIRD DIAGNOSIS FOR THE SERVICE
50		DIAGNOSIS CODE 4	A/N	10	709-718	THE ICD-10-CM DIAGNOSIS CODE THAT IDENTIFIES THE FOURTH DIAGNOSIS FOR THE SERVICE

Appendix A-1 Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
51		DIAGNOSIS CODE 5	A/N	10	719-728	THE ICD-10-CM DIAGNOSIS CODE THAT IDENTIFIES THE FIFTH DIAGNOSIS FOR THE SERVICE
52		DIAGNOSIS CODE 6	A/N	10	729-738	THE ICD-10-CM DIAGNOSIS CODE THAT IDENTIFIES THE SIXTH DIAGNOSIS FOR THE SERVICE
53		DIAGNOSIS CODE 7	A/N	10	739-748	THE ICD-10-CM DIAGNOSIS CODE THAT IDENTIFIES THE SEVENTH DIAGNOSIS FOR THE SERVICE
54		DIAGNOSIS CODE 8	A/N	10	749-758	THE ICD-10-CM DIAGNOSIS CODE THAT IDENTIFIES THE EIGHTH DIAGNOSIS FOR THE SERVICE
55		DIAGNOSIS CODE 9	A/N	10	759-768	THE ICD-10-CM DIAGNOSIS CODE THAT IDENTIFIES THE NINTH DIAGNOSIS FOR THE SERVICE
56		ADMIT DIAGNOSIS CODE	A/N	10	769-778	FOR INPATIENT CLAIMS, THE ICD-10-CM DIAGNOSIS CODE THAT IDENTIFIES THE ADMIT DIAGNOSIS FOR THIS CLAIM
57	*	PROCEDURE CODE	A/N	10	779-788	THE ACTUAL PROCEDURE PERFORMED: - THE CPT PROCEDURE CODE ON HCFA FORMS - THE HCPCS PROCEDURE CODE ON UB92 FORMS - THE ADA PROCEDURE CODE ON DENTAL FORMS.

Appendix A-1 Medical Claims File						
FIEL D	RE Q	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
58		MODIFIER CODE 1	A/N	5	789-793	THE FIRST MODIFIER CODE ASSOCIATED WITH THE CPT/HCPC CODE ON A HCFA1500 CLAIM FORM
59		MODIFIER CODE 2	A/N	5	794-798	THE SECOND MODIFIER CODE ASSOCIATED WITH THE CPT/HCPC CODE ON A HCFA1500 CLAIM FORM
60		MODIFIER CODE 3	A/N	5	799-803	THE THIRD MODIFIER CODE ASSOCIATED WITH THE CPT/HCPC CODE ON A HCFA1500 CLAIM FORM
61		ICD-10 PROCEDURE CODE 1	A/N	10	804-813	THE PRIMARY ICD-10 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)
62		ICD-10 PROCEDURE CODE 2	A/N	10	814-823	THE SECOND ICD-10 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)
63		ICD-10 PROCEDURE CODE 3	A/N	10	824-833	THE THIRD ICD-10 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)
64		ICD-10 PROCEDURE CODE 4	A/N	10	834-843	THE FOURTH ICD-10 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)
65		ICD-10 PROCEDURE CODE 5	A/N	10	844-853	THE FIFTH ICD-10 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)
66		ICD-10 PROCEDURE CODE 6	A/N	10	854-863	THE SIXTH ICD-10 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)

Appendix A-1 Medical Claims File						
FIEL D	RE Q	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
67		RX DRUG CODE	A/N	11	864-874	FOR DRUGS ADMINISTERED, THE PRESCRIPTION DRUG CODE (NDC) FOR THE CLAIM LINE, FORMATTED 542, NO DASHES
<b>Fields 68-69: The service provider must exist in the provider file transmitted along with the month's claim file.</b>						
68	*	SERVICE PROVIDER ID	A/N	20	875-894	THE UNIQUE ID OF THE SERVICE PROVIDER ASSIGNED IN THE CONTRACTOR'S CLAIMS PROCESSING SYSTEM.
69	*	NPI	A/N	10	895-904	THE SERVICE PROVIDER'S NPI
<b>Fields 70-72: The pay-to provider must exist in the provider file transmitted along with the month's claim file.</b>						
70		PAY-TO PROVIDER ID	A/N	20	904-923	THE UNIQUE ID OF THE PAY-TO PROVIDER ASSIGNED IN THE CONTRACTOR'S CLAIMS PROCESSING SYSTEM. THIS MAY BE THE SAME ID LISTED FOR THE SERVICE PROVIDER IF A SEPARATE PAYMENT ENTITY IS NOT ESTABLISHED. <b>NOTE: REQUIRED UNLESS ONLY MEMBER PAID OR CLAIM DENIED.</b>
71		NETWORK INDICATOR	A/N	1	924	AT THE TIME OF SERVICE, THE PROVIDER'S STATUS: 'I' = IN NETWORK; 'O' = OUT OF NETWORK <b>NOTE: REQUIRED UNLESS ONLY MEMBER PAID OR CLAIM DENIED.</b>
72		PAY-TO TAX ID	A/N	10	925-935	THE TAX ID NUMBER FOR THE PAY-TO ENTITY FOR THIS PROVIDER IF PROVIDER PRESCRIBED DRUGS.
<b>Fields 73-74: The following should relate directly to a check written to a provider in the check register transmitted along with the month's claim file.</b>						

Appendix A-1 Medical Claims File						
FIEL D	RE Q	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
73		PROVIDER CHECK NUMBER	A/N	10	936-945	FOR PAID CLAIMS, THE NUMBER OF THE CHECK USED TO PAY THE PROVIDER
74		PROVIDER CHECK AMOUNT	N	15	946-960	THE AMOUNT ON THE PROVIDER'S CHECK
75		OVERRIDE CODE	A/N	3	961-963	IDENTIFIES THAT THE APPROVER OVERRODE THE SYSTEM-GENERATED PAYMENT AMOUNT. IDENTIFIES THE REASON THE APPROVER OVERRODE THE SYSTEM (CLAIM RELATED TO DETOXIFICATION, PAY BENEFIT FROM CREDIT- RESERVE, REJECTED LINE ITEM. ETC.)
76		BENEFIT LEVEL CAUSE CODE	A/N	2	964-965	IDENTIFIES THE REASON THE PATIENT SOUGHT MEDICAL CARE BLANK=N/A 0=GENERAL SICKNESS 1=PSYCHIATRIC 2=NORMAL MATERNITY 3=EMERGENCY ILLNESS 4=ROUTINE CARE 5=COMPLICATIONS OF PREGNANCY 6=ALCOHOLISM AND DRUG ADDICTION A=ACCIDENT
77		DISCHARGE STATUS CODE	A/N	2	966-967	IDENTIFIES THE STATUS OF THE MEMBER'S INPATIENT STAY AS OF THE LAST SERVICE DATE ON THE CLAIM, RIGHT JUSTIFIED AND PREFIXED WITH ZERO

Appendix A-2 Provider File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
<b>Field 1: To simplify references, a provider may have more than one entry in the provider file. Specifically, a provider must be identified by services performed but may be paid as a separate entity from its identity as a service provider. Multiple entries may be caused by different addresses, tax requirements, and/or contractual responsibility to a group. Service providers are referenced in Fields 67 and 68 of Appendix A-1, Medical Claims File. Pay-to providers are referenced in Fields 70 through 74 of Appendix A-1.</b>						
1	*	PROVIDER INTERNAL ID	A/N	20	1-20	THE UNIQUE ID FOR SERVICE OR PAY-TO PROVIDER ASSIGNED BY CONTRACTOR IN CLAIMS PROCESSING
2	*	PROVIDER TAX ID	A/N	10	21-30	TAX ID OF THIS PROVIDER
3	*	NPI	A/N	10	31-40	THIS PROVIDER'S NATIONAL PROVIDER IDENTIFIER
4		PROVIDER DEA ID	A/N	10	41-50	THE FEDERAL DEA NUMBER OF THIS PROVIDER IF PROVIDER PRESCRIBES DRUGS.
<b>Fields 5-8: A provider may refer to a physician, a facility, or another care provider. Either an office (Field 8) or a person (Fields 5-7) or both must be named in the following 4 fields.</b>						
5		PROVIDER LAST NAME	A/N	40	51-90	THE LAST NAME FOR THIS PROVIDER
6		PROVIDER FIRST NAME	A/N	40	91-130	THE FIRST NAME FOR THIS PROVIDER
7		PROVIDER MIDDLE INITIAL	A/N	1	131	THE MIDDLE INITIAL FOR THIS PROVIDER
8		PROVIDER OFFICE NAME	A/N	40	132-171	THE OFFICE NAME, CORPORATION NAME, OR LOCATION NAME OF THE OFFICE THIS PROVIDER OFFERS SERVICES.
9	*	PROVIDER ADDRESS LINE1	A/N	40	172-211	LINE 1 OF THE STREET ADDRESS PORTION OF THIS PROVIDER'S ADDRESS.
10		PROVIDER ADDRESS LINE2	A/N	40	212-251	LINE 2 OF THE STREET ADDRESS PORTION OF THIS PROVIDER'S ADDRESS.
11	*	PROVIDER CITY	A/N	40	252-291	THE CITY PORTION OF THIS PROVIDER'S ADDRESS
12	*	PROVIDER STATE	A/N	2	292-293	THE STATE PORTION OF THIS PROVIDER'S ADDRESS
13	*	PROVIDER ZIP	A/N	9	294-302	THE ZIPCODE OF THIS PROVIDER'S ADDRESS, 5 OR 9 DIGITS AS AVAILABLE, NO DASHES.
14		PROVIDER UPIN	A/N	20	303-322	THE UNIVERSAL PROVIDER IDENTIFICATION NUMBER FOR THIS PROVIDER
15		PROVIDER MEDICARE ID	A/N	20	323-342	THE MEDICARE IDENTIFIER FOR THIS PROVIDER
<b>Fields 16-19: The Contractor will send initially and keep current a file of specialty codes and descriptions used in their claims processing to OGB</b>						
16	*	PROVIDER SPECIALTY	A/N	10	343-352	THE CODE FOR THE PROVIDER'S PRIMARY SPECIALTY FROM THE CONTRACTOR'S SYSTEM.

17		PROVIDER SPECIALTY 2	A/N	10	353-362	A CODE FOR A PROVIDER'S SECONDARY SPECIALTY FROM THE CONTRACTOR'S SYSTEM.
18		PROVIDER SPECIALTY 3	A/N	10	363-372	A CODE FOR A PROVIDER'S SECONDARY SPECIALTY FROM THE CONTRACTOR'S SYSTEM.
19		PROVIDER SPECIALTY 4	A/N	10	373-382	A CODE FOR A PROVIDER'S SECONDARY SPECIALTY FROM THE CONTRACTOR'S SYSTEM.
20	*	PROVIDER TYPE	A/N	1	383	<b>"F" – FACILITY, "P" – PHYSICIAN, "O" – OTHER, "Y" – PAY-TO, "G" - GROUP</b>



Appendix A-3 Code Files						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
<b>Field 1: A Code is the contractor's distinct identifier for all codes of a type used in the data transferred to OGB. Code files are named by their type and must be transferred to OGB initially and whenever any changes to the codes of a type change or when codes are added. There are code tables for each non-standard code type, currently including provider specialties, denial reasons, types of service, and override codes. Other non-standard coding may be discovered in the future, and, if so, this format may be used if appropriate for that use.</b>						
1	*	CODE	A/N	20	1-20	THE CONTRACTOR'S UNIQUE IDENTIFIER FOR THIS CODE TYPE.
2	*	SHORT DESCRIPTION	A/N	100	21-120	THE CONTRACTOR'S MEANING FOR THE CODE IDENTIFIED.
3		LONG DESCRIPTION	A/N	400	121-520	IF NECESSARY, A MORE THOROUGH DESCRIPTION OF THE MEANING OF THE CODE DESCRIBED ABOVE.
<b>Fields 3-4: Effective and Termination Dates may or may not apply to the code referenced. These fields may be left blank.</b>						
4		EFFECTIVE DATE	D	8	521-528	THE FIRST DATE THE CODE CAME INTO USE. <b>FORMAT- CCYYMMDD</b>
5		TERMINATION DATE	D	8	529-536	THE LAST/FINAL DATE THE CODE WAS USED. <b>FORMAT- CCYYMMDD</b>

Appendix A-4 Drug Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
1	RECORD IDENTIFIER	N	1	001-001	0=PROCESSOR RECORD
2	PROCESSOR NUMBER	N	10	002-011	THIS NUMBER IS ASSIGNED BY NCPDP TO IDENTIFY THE SOURCE OF THE TAPE, I.E. PHARMACY, WHOLESALE, HOSPITAL, SERVICE BUREAU, ETC.
3	BATCH NUMBER	N	5	012-016	THIS NUMBER IS ASSIGNED BY THE PROCESSOR. FORMAT=YYDDD YY=YEAR DDD=JULIAN DATE I.E. 92252=SEPT. 8, 1992
4	PROCESSOR NAME	A/N	20	017-036	PROCESSOR NAME
5	PROCESSOR ADDRESS	A/N	20	037-056	PROCESSOR ADDRESS
6	PROCESSOR LOCATION CITY	A/N	18	057-074	PROCESSOR CITY
7	PROCESSOR LOCATION STATE	A/N	2	075-076	PROCESSOR STATE
8	PROCESSOR ZIP CODE	A/N	9	077-085	PROCESSOR ZIP CODE, EXPANDED
9	PROCESSOR TELEPHONE NUMBER	N	10	086-095	TELEPHONE NUMBER FORMAT=AAAEENNNN AAA=AREA CODE EEE=EXCHANGE CODE NNNN=NUMBER
10	RUN DATE	A/N	8	096-103	DATE ON WHICH TAPE WAS GENERATED BY CARRIER FORMAT=CCYYMMDD
11	THIRD PARTY TYPE	A/N	1	104-104	TYPE OF CLAIM M=GOVERNMENT P=PRIVATE
12	VERSION/RELEASE NUMBER	N	2	105-106	A NUMBER TO IDENTIFY THE FORMAT OF THE TRANSACTION SENT OR RECEIVED 10=1981 FORMAT TAPE 20=1991 FORMAT TAPE
13	EXPANSION AREA	A/N	187	107-293	RESERVED FOR FUTURE NCPDP CONTINGENCIES
14	UNIQUE FREE FORM	A/N	415	294-708	FILLER

Appendix A-4 Drug Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
1	RECORD IDENTIFIER	N	1	001-001	2=PHARMACY RECORD
2	PROCESSOR NUMBER	N	10	002-011	THIS NUMBER IS ASSIGNED BYNCPDP TO IDENTIFY THE SOURCE OF THE TAPE, I.E. PHARMACY, WHOLESALER, HOSPITAL, SERVICE BUREAU, ETC.
3	BATCH NUMBER	N	5	012-016	THIS NUMBER IS ASSIGNED BY THE PROCESSOR. FORMAT=YYDDD YY=YEAR DDD=JULIAN DATE I.E. 92252=SEPT. 8, 1992
4	PHARMACY NUMBER	A/N	12	017-028	ID ASSIGNED TO A PHARMACY
5	PHARMACY NAME	A/N	20	029-048	NAME OF PHARMACY
6	PHARMACY ADDRESS	A/N	20	049-068	ADDRESS OF PHARMACY
7	PHARMACY LOCATION CITY	A/N	18	069-086	CITY OF PHARMACY
8	PHARMACY LOCATION STATE	A/N	2	087-088	STATE OF PHARMACY
9	PHARMACY ZIP CODE	A/N	9	089-097	ZIP CODE OF PHARMACY EXPANDED
10	PHARMACY TELEPHONE NUMBER	A/N	10	098-107	TELEPHONE NUMBER OF PHARMACY
11	EXPANSION AREA	A/N	211	108-318	RESERVED FOR FUTURE NCPDP CONTINGENCIES
12	UNIQUE FREE FORM	A/N	390	319-708	FILLER

Appendix A-4 Drug Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
1	RECORD IDENTIFIER	N	1	1	4=CLAIM RECORD
2	PROCESSOR NUMBER	N	10	2-11	THIS NUMBER IS ASSIGNED BY NCPDP TO IDENTIFY THE SOURCE OF THE TAPE, I.E. PHARMACY, WHOLESALER, HOSPITAL, SERVICE BUREAU, ETC.
3	BATCH NUMBER	N	5	12-16	THIS NUMBER IS ASSIGNED BY THE PROCESSOR. FORMAT=YYDDD YY=YEAR DDD=JULIAN DATE I.E. 92252=SEPT. 8, 1992
4	PHARMACY NUMBER	A/N	12	17-28	ID ASSIGNED TO A PHARMACY
5	PRESCRIPTION NUMBER	A/N	7	29-35	
6	DATE FILLED	A/N	8	36-43	DISPENSING DATE OF RX FORMAT=CCYYMMDD
7	NDC NUMBER	N	11	44-54	FOR LEGEND COMPOUNDS USE: 9999999999 SCHEDULE II: 9999999992 SCHEDULE III: 9999999993 SCHEDULE IV: 9999999994 SCHEDULE V: 9999999995 COMPOUNDS: 9999999996
8	DRUG DESCRIPTION	A/N	30	55-84	LABELNAME
9	NEW/REFILL CODE	N	2	85-86	00=NEW PRESCRIPTION 01-99=NUMBER OF REFILLS
10	METRIC QUANTITY	N	10	087-096	NUMBER OF METRIC UNITS OF MEDICATION DISPENSED (LEADING SIGN IF NEGATIVE)
11	DAYS SUPPLY	N	4	097-100	ESTIMATED NUMBER OF DAYS THE PRESCRIPTION WILL LAST
12	BASIS OF COST DETERMINATION	A/N	2	101-102	00=NOT SPECIFIED 01=AWP 02=LOCAL WHOLESALER 03=DIRECT 04=EAC 05=ACQUISITION 06=MAC 6X=BRAND MEDICALLY NECESSARY 07=USUAL AND CUSTOMARY 08=UNIT DOSE 09=OTHER USED ON TAPE AND DISKETTE ONLY
13	INGREDIENT COST	N	15	103-117	COST OF THE DRUG DISPENSED. Format-All financial fields should be 15 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example:

Appendix A-4 Drug Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
					123.45 would be expressed as "000000000123.45" -123.45 would be expressed as "-000000000123.45"
14	DISPENSING FEE SUBMITTED	N	15	118-132	Format-All financial fields should be 15 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "000000000123.45" -123.45 would be expressed as "-000000000123.45"
15	CO-PAY AMOUNT	N	15	133-147	CORRECT CO-PAY FOR PLAN BILLED Format-All financial fields should be 15 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "000000000123.45" -123.45 would be expressed as "-000000000123.45"
16	SALES TAX	N	15	148-162	SALES TAX FOR THE PRESCRIPTION DISPENSED Format-All financial fields should be 15 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "000000000123.45" -123.45 would be expressed as "-000000000123.45"
17	AMOUNT BILLED	N	15	163-177	THE PROVIDER'S USUAL AND CUSTOMARY AMT Format-All financial fields should be 15 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "000000000123.45" -123.45 would be expressed as "-000000000123.45"
18	PATIENT FIRST NAME	A/N	12	178-189	FIRST NAME OF PATIENT
19	PATIENT LAST NAME	A/N	15	190-204	LAST NAME OF PATIENT
20	DATE OF BIRTH	A/N	8	205-212	DATE OF BIRTH OF PATIENT FORMAT=CCYYMMDD
21	SEX CODE	A/N	1	213-213	0=NOT SPECIFIED 1=MALE 2=FEMALE
22	EMPLOYEE SSN	A/N	9	214-222	
23	OGB Internal Id-	A/N	8	223-230	See Appendix E (Eligibility File) Field number-33
24	FILLER	A/N	10	231-240	Space
25	RELATIONSHIP CODE	A/N	1	241-241	1=CARDHOLDER 2=SPOUSE 3=CHILD 4=OTHER

Appendix A-4 Drug Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
26	GROUP NUMBER	A/N	15	242-256	ID ASSIGNED TO CARDHOLDER GROUP OR EMPLOYER GROUP
27	PRESCRIBER ID	A/N	10	257-266	IDENTIFICATION ASSIGNED TO THE PRESCRIBER
28	DIAGNOSIS CODE	A/N	6	267-272	ICD-10 STANDARD DIAGNOSIS CODES
29	DOCUMENT NUMBER	A/N	15	273-287	Document Number becomes relevant if the pharmacy made a mistake on the original script and instead of the original claim getting corrected, a new one was submitted
30	FILLER	A/N	12	288-299	
31	RESUBMISSION CYCLE COUNT	A/N	2	300-301	0 = ORIGINAL SUBMISSION 1 = FIRST RE-SUBMISSION 2 = SECOND RE-SUBMISSION
32	DATE PRESCRIPTION WRITTEN	A/N	8	302-309	DATE PRESCRIPTION WAS WRITTEN
33	DISPENSE AS WRITTEN (DAW)/PRODUCT SELECTION CODE	A/N	1	310-310	0 = NO PRODUCT SELECTION INDICATED 1 = SUBSTITUTION NOT ALLOWED BY PRESCRIBER 2 = SUBSTITUTION ALLOWED - PATIENT REQUESTED PRODUCT DISPENSED 3 = SUBSTITUTION ALLOWED PHARMACIST SELECTED PRODUCT DISPENSED 4 = SUBSTITUTION ALLOWED - GENERIC DRUG NOT IN STOCK 5 = SUBSTITUTION ALLOWED - BRAND DRUG DISPENSED AS A GENERIC 6 = OVERRIDE 7 = SUBSTITUTION NOT ALLOWED - BRAND DRUG MANDATED BY LAW 8 = SUBSTITUTION ALLOWED - GENERIC DRUG NOT AVAILABLE IN MARKETPLACE 9 = OTHER
34	ELIGIBILITY CLARIFICATION CODE	A/N	1	311-311	CODE INDICATING THAT THE PHARMACY IS CLARIFYING ELIGIBILITY BASED ON DENIAL 0 = NOT SPECIFIED 1 = NOT OVERRIDE 2 = OVERRIDE 3 = FULL TIME STUDENT 4 = DISABLED DEPENDENT 5 = DEPENDENT PARENT
35	COMPOUND CODE	A/N	1	312-312	CODE INDICATING WHETHER OR NOT THE PRESCRIPTION IS A COMPOUND 0=NOT SPECIFIED 1=NOT A COMPOUND 2=COMPOUND
36	NUMBER OF REFILLS AUTHORIZED	N	2	313-314	NUMBER OF REFILLS AUTHORIZED BY PRESCRIBER

Appendix A-4 Drug Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
37	DRUG TYPE	A/N	1	315-315	CODE TO INDICATE THE TYPE OF DRUG DISPENSED 0=NOT SPECIFIED 1=SINGLE SOURCE BRAND 2=BRANDED GENERIC 3=GENERIC 4=O.T.C. (OVER THE COUNTER)
38	PRESCRIBER LAST NAME	A/N	15	316-330	PRESCRIBER LAST NAME
39	POSTAGE AMOUNT CLAIMED	N	4	331-334	DOLLAR AMOUNT OF POSTAGE CLAIMED FORMAT- Field should be 4 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 1.23 would be expressed as "01.23" -1.23 would be expressed as "-1.23"
40	UNIT DOSE INDICATOR	A/N	1	335-335	CODE INDICATING THE TYPE OF UNIT DOSE DISPENSING DONE 0=NOT SPECIFIED 1=NOT UNIT DOSE 2=MANUFACTURER UNIT DOSE 3=PHARMACY UNIT DOSE
41	OTHER PAYOR AMOUNT	N	15	336-350	DOLLAR AMOUNT OF PAYMENT KNOWN BY THE PHARMACY FROM OTHER SOURCES FORMAT=positive 123.56 negative -12.45
42	ACCOUNT NAME	A/N	15	351-365	Plan Code
43	CLAIM STATUS	A/N	20	366-385	APPROVED DENIED DUP_CLM=Duplicate Claim RDA= Reversal Approved RLA=Reversal Paid RLP=Reversed Approved RDP=Reversed Paid
44	CONTRACT SSN	A/N	9	386-394	(Contract Holder's SSN)- RxClaim map from 1 <sup>st</sup> nine digits of member ID number
45	COVERED AMOUNT	N	15	395-409	Format-All financial fields should be 15 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "000000000123.45" -123.45 would be expressed as "-000000000123.45"
46	PAID AMOUNT	N	15	410-424	Format-All financial fields should be 15 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "000000000123.45" -123.45 would be expressed as "-000000000123.45"
47	PAID DATE	A/N	8	425-432	Date of payment FORMAT = CCYYMMDD
48	FILLER	A/N	2	433-434	Spaces

Appendix A-4 Drug Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
49	PRESCRIBER FIRST NAME	A/N	15	435-449	First Name of Prescribing Physician
50	PRESCRIBER LAST NAME	A/N	25	450-474	Last Name of Prescribing Physician
51	PRESCRIBER MI	A/N	1	475-475	Middle Initial of Prescribing Physician
52	PRESCRIBER ADDRESS-1	A/N	55	476-530	Address Line 1 of Prescribing Physician
53	PRESCRIBER ADDRESS-2	A/N	55	531-585	Address Line 2 of Prescribing Physician
54	PRESCRIBER CITY	A/N	20	586-605	City of Prescribing Physician
55	PRESCRIBER STATE	A/N	2	606-607	State of Prescribing Physician
56	PRESCRIBER ZIP CODE	A/N	10	608-617	Zip code of Prescribing Physician
57	GPI NUMBER	N	14	618-631	14-character Generic Product Identifier of prescribed drug
58	FILLER	A/N	6	632-637	Spaces
59	FILLER	A/N	10	638-647	Spaces
60	FILLER	N	7	648-654	Spaces
61	FILLER	N	7	655-661	Spaces
62	FAMILY ID	A/N	20	662-681	
63	ALTERNATE INSURANCE ID	A/N	10	682-691	
64	FILLER	N	1	692-692	Space
65	FILLER	A/N	11	693-703	Spaces
66	FILLER	A/N	11	704-714	Spaces
67	FILLER	A/N	2	715-716	Spaces
68	THERAPEUTIC CLASS CODE	N	6	717-722	Therapeutic Class Code for drug
69	THERAPEUTIC CLASS NAME	A/N	25	723-747	Therapeutic Class Name for drug
70	RX CLAIM NUMBER	N	15	748-762	
71	CLAIM SEQUENCE NUMBER	N	3	763-765	
72	MEDICARE D ELIGIBLE INDICATOR	A/N	1	766-766	Y = Medicare D eligible N = NOT Medicare D eligible
73	DATE PROCESSED	N	8	767-774	Format YYYYMMDD
74	TIME PROCESSED	N	6	775-780	Format HHMMSS
75	FILLER	A/N	1	781-781	Space
76	MAIL ORDER INDICATOR	A/N	1	782-782	Y=Mail Order N=Not Mail Order
77	BRAND/GENERIC INDICATOR	A/N	1	783-783	0= Non-drug Item 1=Generic 2=Brand Blank=Not Specified
78	BRAND/GENERIC OVERRIDE	A/N	1	784-784	Blank
79	CLAIM ORIGIN	A/N	1	785-785	T=Electronic B=Batch M=Manual (Paper)
80	FILLER	A/N	1	786-786	Space
81	FILLER	A/N	1	787-787	Space



Appendix A-4 Drug Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
82	FILLER	A/N	1	788-788	Space
83	FILLER	A/N	1	789-789	Space
84	DECIMAL QTY	N	15	790-804	Format -999999999.999 (ex. 000000030.000)
85	COST TYPE UNIT COST	N	15	805-819	Format 999999.999999999
86	COST BASIS	N	10	820-829	Values: SD=Submitted Drug Cost SM=Submitted Amount Due U=Usual and Customary AWP=Average Wholesale Price HCFA=HCFA MAC MAC=Company RX MAC Pricing
87	AVG WHOLESALE PRICE UNIT	N	15	830-844	Format 9.9999
88	DMR METHOD/CUST LOCATION	A/N	2	845-846	If DMR pricing is used values include: 91 indicated DMR is submitted value less copay 93 indicates pass-through rate less copay 94 indicates adjustment Else Blank
89	PRESCRIPTION NUMBER (12-BYTE)	A/N	12	847-858	12-byte prescription number

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## ATTACHMENT VIII: HMO PLAN OF BENEFITS



**OGB  
MAGNOLIA LOCAL PLUS**

**COMPREHENSIVE HMO MEDICAL BENEFIT PLAN  
SCHEDULE OF BENEFITS**

**Nationwide Network Coverage  
Preferred Care Providers and BCBS National Providers**

**BENEFIT PLAN FORM NUMBER 40HR1607 R01/18**

PLAN NAME  
State of Louisiana Office of Group Benefits

PLAN NUMBER  
ST222ERC

PLAN'S ORIGINAL BENEFIT PLAN DATE  
July 1, 2010

PLAN'S ANNIVERSARY DATE  
January 1

**Lifetime Maximum Benefit:** **Unlimited**

**Benefit Period:** .....01/01/2018 – 12/31/2018

**Deductible Amount Per Benefit Period:**

**Individual:**

Network Providers:

Active Employees and Retirees on or after 3/1/15 (With and Without Medicare) \$400.00

Retirees prior to 03/01/15 (With and Without Medicare) \$0

Non-Network Providers: No Coverage

**Individual + 1 Dependent:**

Network Providers:

Active Employees and Retirees on or after 3/1/15 (With and Without Medicare) \$800.00

Retirees prior to 03/01/15 (With and Without Medicare) \$0

Non-Network Providers: No Coverage

**Family (Individual + 2 or more Dependents):**

Network Providers:

Active Employees and Retirees on or after 3/1/15 (With and Without Medicare) \$1,200.00

Retirees prior to 03/01/15 (With and Without Medicare) \$0

Non-Network Providers: No Coverage

**Out-of-Pocket Maximum per Benefit Period:**

Includes all eligible Medical and Pharmacy Copayments, Coinsurance Amounts, and Deductibles				
	Active Employees and Retirees on or after 3/1/2015 (With and Without Medicare)		Retirees prior to 3/1/2015 (With and Without Medicare)	
	Network	Non-Network	Network	Non-Network
Individual	\$3,500.00	No Coverage	\$2,000.00	No Coverage
Individual + 1 Dependent	\$6,000	No Coverage	\$3,000.00	No Coverage
Family (Individual + 2 or more Dependents)	\$8,500.00	No Coverage	\$4,000.00	No Coverage

**SPECIAL NOTES**

**Out-of-Pocket Maximum**

When the Out-of-Pocket Maximum, as shown above, has been satisfied, this Plan will pay 100% of the Allowable Charge toward eligible expenses for the remainder of the Plan Year.

**Eligible Expenses**

Eligible Expenses are reimbursed in accordance with a fee schedule of maximum Allowable Charges, not billed charges.

**All Eligible Expenses are determined in accordance with Plan Limitations and Exclusions.**

**Eligibility**

The Plan Administrator determines Eligibility for all Plan Participants.

**COPAYMENTS and COINSURANCE**

	<b>NETWORK PROVIDERS</b>		<b>NON-NETWORK PROVIDERS</b>
Physician Office Visits including surgery performed in an office setting: <ul style="list-style-type: none"> <li>• General Practice</li> <li>• Family Practice</li> <li>• Internal Medicine</li> <li>• OB/GYN</li> <li>• Pediatrics</li> <li>• Geriatrics</li> </ul>	\$25.00 Copayment per Visit		No Coverage
Allied Health/Other Professional Visits: <ul style="list-style-type: none"> <li>• Chiropractors</li> <li>• Federally Funded Qualified Rural Health Clinic</li> <li>• Nurse Practitioner</li> <li>• Retail Health Clinic</li> <li>• Physician Assistant</li> </ul>	\$25.00 Copayment per Visit		No Coverage
Specialist Office Visits including surgery performed in an office setting: <ul style="list-style-type: none"> <li>• Physician</li> <li>• Podiatrist</li> <li>• Optometrist</li> <li>• Midwife</li> <li>• Audiologist</li> <li>• Registered Dietician</li> <li>• Sleep Disorder Clinic</li> </ul>	\$50.00 Copayment per Visit		No Coverage
Ambulance Services – Ground	\$50.00 Copayment		\$50.00 Copayment (Emergency Medical Transportation Only)
Ambulance Services – Air Non-emergency requires prior authorization <sup>2</sup>	\$250.00 Copayment		No Coverage
Ambulatory Surgical Center and Outpatient Surgical Facility	\$100.00 Copayment		No Coverage
Birth Control Devices – Insertion and Removal (as listed in the Preventive and Wellness Article in the Benefit Plan.)	100% - 0%		No Coverage
Cardiac Rehabilitation (Must begin within six (6) months of qualifying event; Limited to 36 visits per Plan Year)	\$25.00/\$50.00 Copayment per day depending on Provider <sup>2,3</sup>  \$50.00 Copayment – Outpatient Facility <sup>2,3</sup>		No Coverage

<sup>1</sup>Subject to Plan Year Deductible, if applicable

<sup>2</sup>Pre-Authorization Required, if applicable.

**Not applicable for Medicare primary.**

<sup>3</sup>Age and/or Time Restrictions Apply

### COPAYMENTS and COINSURANCE

	NETWORK PROVIDERS		NON-NETWORK PROVIDERS
Chemotherapy/Radiation Therapy	Office – \$25.00 Copayment per Visit Outpatient Facility 100% - 0% <sup>1</sup>		No Coverage
Diabetes Treatment	80% - 20% <sup>1</sup>		No Coverage
Diabetic/Nutritional Counseling – Clinics and Outpatient Facilities	\$25.00 Copayment		No Coverage
Dialysis	100% - 0% <sup>1</sup>		No Coverage
Durable Medical Equipment (DME), Prosthetic Appliances and Orthotic Devices	80% - 20% <sup>1,2</sup> of first \$5,000.00 Allowable per Plan Year; 100% - 0% of Allowable in Excess of \$5,000.00 per Plan Year		No Coverage
Emergency Room ( <i>Facility Charge</i> )	\$200.00 Copayment; Waived if Admitted		
Emergency Medical Services ( <i>Non-Facility Charges</i> )	100% - 0% <sup>1</sup>		100% - 0% <sup>1</sup>
Eyeglass Frames and One Pair of Eyeglass Lenses or One Pair of Contact Lenses ( <i>purchased within six (6) months following cataract surgery</i> )	Eyeglass Frames – Limited to a Maximum Benefit of \$50.00 <sup>1,3</sup>		No Coverage
Flu shots and H1N1 vaccines ( <i>administered at Network Providers, Non-Network Providers, Pharmacy, Job Site or Health Fair</i> )	100% - 0%		100% - 0%
Hearing Aids ( <i>Hearing Aids are not covered for individuals age eighteen (18) and older.</i> )	80% - 20% <sup>1,3</sup>		No Coverage
High-Tech Imaging – Outpatient <ul style="list-style-type: none"> <li>• CT Scans</li> <li>• MRA/MRI</li> <li>• Nuclear Cardiology</li> <li>• PET Scans</li> </ul>	\$50.00 Copayment <sup>2</sup>		No Coverage
Home Health Care ( <i>limit of 60 Visits per Plan Year</i> )	100% - 0% <sup>1,2</sup>		No Coverage
Hospice Care ( <i>limit of 180 Days per Plan Year</i> )	100% - 0% <sup>1,2</sup>		No Coverage

<sup>1</sup>Subject to Plan Year Deductible, if applicable

<sup>2</sup>Pre-Authorization Required, if applicable.

**Not applicable for Medicare primary.**

<sup>3</sup>Age and/or Time Restrictions Apply



**COPAYMENTS and COINSURANCE**

	<b>NETWORK PROVIDERS</b>	<b>NON-NETWORK PROVIDERS</b>
Injections Received in a Physician's Office <i>(when no other health service is received)</i>	100% - 0% <sup>1</sup>	No Coverage
Inpatient Hospital Admission, All Inpatient Hospital Services Included	\$100.00 Copayment per day <sup>2</sup> , maximum of \$300.00 per Admission	No Coverage
Inpatient and Outpatient Professional Services for Which a Copayment Is Not Applicable	100% - 0% <sup>1</sup>	No Coverage
Interpreter Expenses for the Deaf or Hard of Hearing	100% - 0%	No Coverage
Mastectomy Bras – Ortho-Mammary Surgical <i>(limited to three (3) per Plan Year)</i>	80% - 20% <sup>1</sup> of first \$5,000.00 Allowable per Plan Year; 100% - 0% of Allowable in Excess of \$5,000.00 per Plan Year	No Coverage
Mental Health/Substance Use Disorder – Inpatient Treatment and Intensive Outpatient Programs	\$100.00 Copayment per day <sup>2</sup> , maximum of \$300.00 per Admission	No Coverage
Mental Health/Substance Use Disorder – Office Visits and Outpatient Treatment (other than Intensive Outpatient Programs)	\$25.00 Copayment per Visit	No Coverage
Newborn – Sick, Services excluding Facility	100% - 0% <sup>1</sup>	No Coverage
Newborn – Sick, Facility	\$100.00 Copayment per day <sup>2</sup> , maximum of \$300.00 per Admission	No Coverage
Oral Surgery	100% - 0% <sup>1,2</sup>	No Coverage
Pregnancy Care – Physician Services	\$90.00 Copayment per pregnancy	No Coverage
Preventive Care – Services include screening to detect illness or health risks during a Physician office visit. The Covered Services are based on prevailing medical standards and may vary according to age and family history. <i>(For a complete list of benefits, refer to the Preventive and Wellness Article in the Benefit Plan.)</i>	100% - 0% <sup>3</sup>	No Coverage

<sup>1</sup>Subject to Plan Year Deductible, if applicable

<sup>2</sup>Pre-Authorization Required, if applicable.  
**Not applicable for Medicare primary.**

<sup>3</sup>Age and/or Time Restrictions Apply

## COPAYMENTS and COINSURANCE

	NETWORK PROVIDERS		NON-NETWORK PROVIDERS
Rehabilitation Services – Outpatient: <ul style="list-style-type: none"> <li>• Speech</li> <li>• Physical/Occupational <i>(Limited to 50 Visits Combined PT/OT per Plan Year. Authorization required for visits over the Combined limit of 50.)</i></li> </ul> <i>(Visit limits are combination of Network and Non-Network Benefits; Visit limits do not apply when services are provided for Autism Spectrum Disorders)</i>	\$25.00 Copayment per Visit		No Coverage
Skilled Nursing Facility – Network <i>(limit of 90 days per Plan Year)</i>	\$100.00 Copayment per day <sup>2</sup> , maximum of \$300.00 per Admission		No Coverage
Sonograms and Ultrasounds <i>(Outpatient)</i>	\$50.00 Copayment		No Coverage
Urgent Care Center	\$50.00 Copayment		No Coverage
Vision Care (Non-Routine) Exam	\$25.00/\$50.00 Copayment depending on Provider		No Coverage
X-ray and Laboratory Services <i>(low-tech imaging)</i>	Office or Independent Lab 100% - 0% Hospital Facility 100% - 0% <sup>1</sup>		No Coverage

<sup>1</sup>Subject to Plan Year Deductible, if applicable

<sup>2</sup>Pre-Authorization Required, if applicable.

**Not applicable for Medicare primary.**

<sup>3</sup>Age and/or Time Restrictions Apply

## ORGAN AND BONE MARROW TRANSPLANTS

### Authorization is Required Prior to Services Being Performed

Organ and Bone Marrow Transplants and evaluation for a Plan Participant's suitability for Organ and Bone Marrow transplants will not be covered unless a Plan Participant obtains written authorization from the Claims Administrator, prior to services being rendered.

Network Benefits: ..... 100% - 0% after deductible

Non-Network Benefits: ..... Not Covered

## **CARE MANAGEMENT**

Requests for Authorization of Inpatient Admissions and for Concurrent Review of an Admission in progress, or other Covered Services and supplies must be made to Blue Cross and Blue Shield of Louisiana by calling 1-800-392-4089.

If a required Authorization is not requested prior to Admission or receiving other Covered Services and supplies, Benefits will be denied.

### **Authorization of Inpatient and Emergency Admissions**

Inpatient Admissions must be Authorized. Refer to "Care Management" and if applicable "Pregnancy Care and Newborn Care Benefits" sections of the Benefit Plan for complete information.

If a Blue Cross and Blue Shield of Louisiana Network Provider fails to obtain a required Authorization, no Benefits are payable. The Network Provider is responsible for all charges not covered.

If a Network Provider in another Blue Cross and Blue Shield plan fails to obtain a required Authorization, the Claims Administrator will reduce Allowable Charges by the penalty amount stipulated in the Provider's contract with the other Blue Cross and Blue Shield plan. This penalty applies to all covered Inpatient charges. The Network Provider of the other Blue Cross and Blue Shield plan is responsible for all charges not covered. The Plan Participant remains responsible for his applicable Copayment, Deductible and Coinsurance percentage.

The following Admissions require Authorization prior to the services being rendered.

- Inpatient Hospital Admissions (Except routine maternity stays)
- Inpatient Mental Health and Substance Use Disorder Admissions
- Inpatient Organ, Tissue and Bone Marrow Transplant Services
- Inpatient Skilled Nursing Facility Services

NOTE: Emergency services (life and limb threatening emergencies) received outside of the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands are covered at the Network Benefit level. Non-emergency services received outside of the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands with a BlueCard Worldwide provider are covered at the Network Benefit level. NO BENEFITS are payable for non-emergency services received outside of the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands from a non-BlueCard Worldwide Provider

### **Authorization of Outpatient Services, Including Other Services and Supplies:**

If a Blue Cross and Blue Shield of Louisiana Network Provider fails to obtain a required Authorization, no Benefits are payable. The Network Provider is responsible for all charges not covered.

If a Network Provider in another Blue Cross and Blue Shield plan fails to obtain a required Authorization, no Benefits are payable unless the procedure is deemed Medically Necessary. If the procedure is deemed Medically Necessary, the Plan Participant remains responsible for his applicable Copayment, Deductible and Coinsurance percentage. If the procedure is not deemed Medically Necessary, the Plan Participant is responsible for all charges incurred.

The following list of Outpatient services and supplies require Authorization prior to the services being rendered or supplies being received.

- Air Ambulance – Non Emergency
- Applied Behavior Analysis
- Bone growth stimulator
- Cardiac Rehabilitation
- CT Scans
- Day Rehabilitation Programs
- Durable Medical Equipment (Greater than \$300.00)
- Electric & Custom Wheelchairs
- Home Health Care
- Hospice
- Hyperbarics
- Implantable Medical Devices over \$2000.00, such as Implantable Defibrillator and Insulin Pump



- Infusion Therapy (Exception: Infusion Therapy performed in a Physician's office does not require prior Authorization. The Drug to be infused may require prior Authorization).
- Intensive Outpatient Programs
- Low Protein Food Products
- MRI/MRA
- Nuclear Cardiology
- Oral Surgery
- Organ Transplant Evaluation
- Orthotic Devices (Greater than \$300.00)
- Outpatient pain rehabilitation or pain control programs
- Partial Hospitalization Programs
- PET Scans
- Physical/Occupational Therapy (Greater than 50 visits)
- Prosthetic Appliances (Greater than \$300.00)
- Residential Treatment Centers
- Sleep Studies (except those performed in the home)
- Stereotactic Radiosurgery, including but not limited to gamma knife and cyberknife procedures
- Vacuum Assisted Wound Closure Therapy

#### **Population Health – In Health: Blue Health**

The Population Health program targets populations with one or more chronic health conditions. The current chronic health conditions identified by OGB are diabetes, coronary artery disease, heart failure, asthma and chronic obstructive pulmonary disease (COPD). OGB may supplement or amend the list of chronic health conditions covered under this program at any time. (The In Health: Blue Health Services program is not available to Plan Participants with Medicare primary.)

Through the In Health: Blue Health Services program, OGB offers an incentive to Plan Participants on Prescription Drugs used to treat the chronic conditions listed above.

- a. OGB Plan Participants participating in the program qualify for \$0 Copayment for certain Generic Prescription Drugs approved by the U. S. Food and Drug Administration (FDA) for any of the listed chronic health conditions.
- b. OGB Plan Participants participating in the program qualify for \$20.00 Copayment (31 day supply), \$40.00 Copayment (62 day supply) or \$50.00 Copayment (93 day supply) for certain Preferred Brand-Name Prescription Drugs for which an FDA-approved Generic version is not available.
- c. OGB Plan Participants participating in the program qualify for \$40.00 Copayment (31 day supply), \$80.00 Copayment (62 day supply) or \$100.00 Copayment (93 day supply) for certain Non-Preferred Brand-Name Prescription Drug. Non-Preferred drugs typically have lower cost alternatives available in the same drug class.

If an OGB Plan Participant chooses a Brand-Name Drug for which an FDA-approved Generic version is available, the OGB Plan Participant pays the difference between the Brand-Name and Generic cost, plus a \$40.00 Copayment for a 31 day supply.

The In Health: Blue Health Services prescription incentive does not apply to any Prescription Drugs not used to treat one of the listed health conditions with which you have been diagnosed. Please refer to the Care Management article, Population Health – In Health: Blue Health section of the Benefit Plan for complete information on how to qualify for this incentive.

## PREScription DRUGS

Prescription Drug Benefits are provided under the Hospital Benefits and Medical and Surgical Benefits Articles of the Plan, and under the pharmacy benefit program provided by OGB's Pharmacy Benefits Manager (sometimes "PBM").

### Blue Cross and Blue Shield of Louisiana

Blue Cross and Blue Shield of Louisiana provides Claims Administration services **only** for Prescription Drugs dispensed as follows:

#### Prescription Drugs Covered Under Hospital Benefits and Medical and Surgical Benefits

1. Prescription Drugs dispensed during an Inpatient or Outpatient Hospital stay, or in an Ambulatory Surgical Center are payable under the Hospital Benefits.
2. Medically necessary/non-investigational Prescription Drugs requiring parenteral administration in a Physician's Office are payable under the Medical and Surgical Benefits.
3. Prescription Drugs that can be self-administered and are provided to a Plan Participant in a Physician's office are payable under the Medical and Surgical Benefits.

All other eligible pharmacy benefits will be provided by OGB'S Pharmacy Benefit Manager.

### Authorizations

The following categories of Prescription Drugs require Prior Authorization. The Plan Participant's Physician must call 1-800-842-2015 to obtain the Authorization. The Plan Participant or his Physician should call the Customer Service number on the Plan Participant's ID card, or check the Claims Administrator's website at [www.bcbsla.com/ogb](http://www.bcbsla.com/ogb) for the most current list of Prescription Drugs that require Prior Authorization:

- Growth hormones\*
- Anti-tumor necrosis factor drugs\*
- Intravenous immune globulins\*
- Interferons
- Monoclonal antibodies
- Hyaluronic acid derivatives for joint injection\*

\* Shall include all drugs that are in this category.

**Therapeutic/Treatment Vaccines** – Examples include, but are not limited to vaccines to treat the following conditions:

- Allergic Rhinitis
- Alzheimer's Disease
- Cancers
- Multiple Sclerosis

### **Therapeutic/Treatment Vaccines:**

Network Providers: ..... 100% - 0%  
Non-Network Providers: ..... Not Covered

## **OGB'S Pharmacy Benefit Manager**

### **MedImpact Formulary: 3-Tier Plan Design\***

OGB's Pharmacy Benefit Manager for the 2018 Plan year is MedImpact. OGB will use the MedImpact Formulary to help Plan Participants select the most appropriate, lowest-cost options. The Formulary is reviewed on at least a quarterly basis to re-assess drug tiers based on the current prescription drug market. Plan Participants will continue to pay a portion of the cost of their prescriptions in the form of a co-pay or co-insurance. The amount Plan Participants pay toward their prescription depends on whether they receive a generic, preferred brand or non-preferred brand name drug. You must use drugs on the Formulary to qualify for pharmacy benefits under the Plan.

\*These changes do not affect Plan Participants with Medicare as their primary coverage.

<b>PRESCRIPTION DRUG</b>	<b>PLAN PARTICIPANT PAYS</b>
Generic	50% up to \$30.00
Preferred	50% up to \$55.00
Non-Preferred	65% up to \$80.00
Specialty	50% up to \$80.00
The pharmacy out-of-pocket threshold is \$1,500.00. Once met:	
Generic	\$0 co-pay
Preferred	\$20.00 co-pay
Non-Preferred	\$40.00 co-pay
Specialty	\$40.00 co-pay

There may be more than one drug available to treat your condition. We encourage you to speak with your Physician regularly about which drugs meet your needs at the lowest cost to you.

For more information on the pharmacy benefit, visit the website at <https://mp.medimpact.com/ogb> or [www.groupbenefits.org](http://www.groupbenefits.org) or call MedImpact member services at 1-800-910-1831.

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## ATTACHMENT IX: DATA USE AGREEMENT FOR LIMITED DATA SET

This Data Use Agreement for a Limited Data Set (“Agreement”) is effective on the \_\_\_\_ day of \_\_\_\_\_, 2018 (“Effective Date”), by and between the State of Louisiana, Office of Group Benefits (“OGB”), and \_\_\_\_\_ (“Recipient”) (collectively, the “Parties”).

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

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

1. **DEFINITIONS.** Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in HIPAA. In the event of any inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, as amended, the HIPAA provisions shall control. Where provisions of this Agreement are different from those provided in HIPAA, but are permitted by HIPAA, the provisions of this Agreement shall control.
2. **ACCESS, USE, OR DISCLOSURE OF PHI.** Recipient shall have the right to access, use, and disclose all PHI provided to it by OGB solely for the following Health Plan Operations purposes:
  - Data analysis essential to the formulation of Recipient’s proposal in response to the RFP issued by OGB on or about June 6, 2018, to provide for a fully-insured Health Maintenance Organization Plan.
3. **RESTRICTIONS ON ACCESS, USE, AND DISCLOSURE.** Recipient agrees that it, and any employees, agents, vendors, and subcontractors to whom it discloses the PHI, will not access, use, or further disclose the PHI other than as permitted by this Agreement, or as otherwise required by law or regulation and allowed by HIPAA. Recipient shall use appropriate administrative, physical, and technical safeguards to protect the PHI from misuse or inappropriate disclosure and to prevent any access, use, or disclosure of the PHI other than as provided in this Agreement or as otherwise required by law or regulation and allowed by HIPAA. Recipient shall not attempt to identify the individuals to whom the PHI pertains, or attempt to contact such individuals.
4. **REPORTING.** Recipient shall immediately report to OGB’s HIPAA Compliance Director and to OGB’s Chief Information Security Officer any Security Event, as defined in the State’s Information Security Policy, related to any unauthorized access, use, or disclosure of the PHI of which Recipient becomes aware. Recipient will take all appropriate steps to mitigate such access, use, or disclosure and will take all steps directed by the State to limit any further such access, use, or disclosure and mitigate the effects of such.
5. **TERMINATION.** This Agreement shall be effective on the Effective Date set forth above and shall continue as long as Recipient retains the PHI, unless otherwise terminated by OGB,

applicable law, or regulation. Recipient may terminate this Agreement by returning all of the PHI to OGB and certifying destruction of all copies in every form, in a form required by OGB.

**State of Louisiana**

**Recipient:**

**Office of Group Benefits**

\_\_\_\_\_  
*Proposer's Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State & Zip Code*

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

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

\_\_\_\_\_  
*Tommy Teague*

*Printed Name*

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

\_\_\_\_\_  
*Chief Executive Officer*

*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



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## ATTACHMENT X: CERTIFICATION STATEMENT

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

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

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

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

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

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

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

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

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

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

10. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any Contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any Contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

Signature of Proposer or  
Authorized  
Representative

Typed or Printed Name:

Date:

Title:

Entity Name:

Address:

City:

State:

Zip:

**Phone number: ( )** \_\_\_\_\_

## Records Retention Schedule

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

ADD: 505.444.4444

SS ARC 932 (01/12) L2014-020

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Agency Approval

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

Secretary of State, State Archives & Records Services

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



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ADDENDUM PAGE

## Remarks

Louisiana Secretary of State, Division of Archives, Records Management and History										Page 2 of 7	
Post Office Box 94125, Baton Rouge, LA 70804										Indicate Use of Form	
Agency No										<input type="checkbox"/> ORIGINAL SUBMISSION <input type="checkbox"/> RENEWAL <input type="checkbox"/> X REPLACEMENT PAGE <input type="checkbox"/> ADDENDUM PAGE	
Agency / Division / Section										<input type="checkbox"/> Vital	
Division of Administration / Office of Group Benefits - Administration-Executive										<input type="checkbox"/> State Records Center	
Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks		
		In Office	In Storage	Total Retention							
1	Internal Audit records (audited documents, reports, work papers, legislative audit reports)	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the CY in which report issued/project closed		
2	Board and Committee Minutes	PERM		PERM	M	R	N	V			
3	Strategic Plan	ACT + 5 CY		ACT + 5 CY	P	S	N	I	ACT = until the end of the CY in which agency ceases to operate		
4	Legal Files	ACT + 1 CY	9 CY	ACT + 10 CY	M	S	Y	V	ACT = until end of CY in which file is closed out.		
5	Board Election Materials	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until end of CY in which election results are certified		
8	Publications	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until end of CY in which agency ceases to exist		
7	Records Management Files (Retention Schedules, Disposal Requests, Transmittals)	ACT + 10 CY		ACT + 10 CY	M	S	N	V	ACT = until end of CY in which agency ceases to exist		
Permitted Retention Period Abbreviations ACT - Active Period (when used define term in remarks column) FY - Fiscal Year (July 1 - June 30) CY - Calendar Year (Jan 1 - Dec 31) AY - Academic Year (Aug 1 - July 31) FFY - Federal Fiscal Year (Oct 1 - Sept 30) MO - Months Wk - Week Dy - Days PERM - Permanent										Security Status Codes P - Public Record M - May Contain Confidential Information C - Confidential Information Archival Processing Codes A - Transfer to State Archives R - Retain in Agency Archives S - Review by State Archives O - Other (Specify in Remarks)	
State Records Center Use Y - Yes N - No Vital Record Identification Code V - Vital I - Important U - Useful										Agency Abbreviations	

Approved:

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

Secretary of State, State Archives & Records Services

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

# Records Retention Schedule

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REPLACEMENT PAGE

ADDENDUM PAGE

Remarks

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

## Permitted Retention Period Abbreviations

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

FY - Fiscal Year (July 1 - June 30)

CY - Calendar Year (Jan 1 - Dec 31)

AY - Academic Year (Aug 1 - July 31)

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

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

PERM - Permanent

## Security Status Codes

P - Public Record

M - May Contain Confidential Information

C - Confidential Information

Archival Processing Codes

A - Transfer to State Archives

R - Retain in Agency Archives

S - Review by State Archives

O - Other (Specify in Remarks)

## State Records Center Use

Y - Yes

N - No

Vital Record Identification Code

V = Vital

I = Important

U = Useful

## Agency Abbreviations

PES = Personnel Evaluation System

PPR = Personnel Performance Rating

Agency Approval

Date Signed

Secretary of State, State Archives & Records Services

Date Approved



# Records Retention Schedule

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

Agency Approval

Date Signed

Secretary of State, State Archives & Records Services

Date Approved

**Records Retention Schedule**

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SS ARC 932 (01/12)

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Page 6 of 7 Indicate Use of Form <input checked="" type="checkbox"/> ORIGINAL SUBMISSION <input type="checkbox"/> REPLACEMENT PAGE <input type="checkbox"/> ADDENDUM PAGE Remarks
		In Office	In Storage	Total Retention					
1	Eligibility Records for Life and Health Insurance	ACT + 3 CY	PERM	PERM	M	R	N	V	ACT = until end of CY created or received. Microfilm after 3 years.
2	Life Insurance Beneficiary Forms (QGB and Outside agencies held by OGB)	PERM		PERM	C	R	N	V	
3	Hospital Audits, Statistical Reports and Work papers	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until end of CY in which agency ceases to operate.
4	Fraud and Abuse Case files and logs	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
5	Health Claim Audits and work papers (including over \$500 plan member check audits)	ACT + 5 CY		ACT + 5 CY	C	S	N	I	ACT = until end of CY in which audit is completed.
6	Special Reports (Outlier, Check Cycle)	ACT + 5 CY		ACT + 5 CY	M	S	N	I	ACT = until end of CY in which report is run.
7	Reviews (Medical and Chiropractic)	ACT + 10 CY		ACT + 10 CY	C	S	N	I	ACT = until end of CY in which agency ceases to exist.

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

FY - Fiscal Year (July 1 - June 30)  
CY - Calendar Year (Jan 1 - Dec 31)  
AY - Academic Year (Aug 1 - July 31)  
FFY - Federal Fiscal Year (Oct 1 - Sept 30)  
MO - Months WK - Week DY - Days  
PERM - Permanent

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

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

Agency Abbreviations

Agency Approval

Date Signed

Secretary of State, State Archives & Records Services

Date Approved

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Agency Approval

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

Secretary of State, State Archives & Records Services

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Remarks

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Agency Approval:

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

Secretary of State, State Archives & Records Services

Done Approved

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

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

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

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

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

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

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



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## ATTACHMENT XIII: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Vendor Payment solution (EVP) or Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or **ONLY** one (1) of the following options: EVP or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

**EVP** method converts check payments to a Visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information. Charges may apply.

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at:

<http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>.

To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at: <http://www.doa.la.gov/Pages/osrap/Forms/Forms.aspx> and <http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>

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

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

LaCarte

Choose **ONLY** One (1) of the following options:

Payment Type      Will Accept      Already Enrolled

EVP

EFT

Printed Name of Individual Authorized

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

\_\_\_\_\_  
Date

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