

# REQUEST FOR PROPOSALS

## FULLY-INSURED MEDICARE ADVANTAGE PLANS



RFP#:3000010732  
Proposal Due Date: August 1, 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”) approved by the Centers for Medicare and Medicaid Services (hereinafter called “Proposer”) to offer one or more fully-insured Medicare Advantage Health Maintenance Organization medical plan(s), to include prescription drug benefits, on a statewide or regional basis, for Medicare-eligible OGB retired Plan Participants.

As used in this Request for Proposals (“RFP”), the terms “Louisiana HMO” and “HMO” shall have the meaning set forth in La. R.S. 42:802.1(C) for “Louisiana HMO”, 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 Plan Participants, including efficient claims processing, network management, and all other services required to administer the Medicare Advantage HMO Plan 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 Plan Participants.

In order to ensure, to the greatest extent practicable, that the plans for benefits and coverages available for Plan Participants in all parts of the State of Louisiana are comparable, 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 VII: HMO Plan Design. 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. Multiple Medicare Advantage plan offerings (i.e., zero dollar premium plan, standard premium plan, etc.) may be offered by Contractor to satisfy the preferences of OGB retirees, as long as the Proposer’s plan(s) of benefits, at minimum, conform with OGB’s plan of benefits and coverage provisions set forth in Attachment VII: HMO Plan Design and maintain identical eligibility requirements and continued coverage provisions as the OGB. Cost share amounts may vary depending on the plan(s) offered.

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 program of benefits. Offered benefits currently include health coverage, which includes prescription drug coverage, flexible spending arrangement options, and life insurance.

OGB currently offers a fully-insured HMO plan (through Vantage Medical Home HMO), self-funded plans (administered by Blue Cross and Blue Shield of Louisiana) and Medicare Retiree-specific fully-insured plans (through OneExchange, Vantage, and Peoples Health). OGB has projected self-funded health plan expenditures in FY18 of \$950,614,184, broken down as follows: \$917,610,480 in health care claims expenses and \$33,003,704 in associated administrative costs.

Plan participants includes 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 VIII: Data Use Agreement for Limited Data Set by the specified deadline, 4PM CT July 5, 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 for census data after the specified deadline.

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

1. To provide quality, cost-effective fully-insured health care services to Medicare-eligible OGB retired Plan Participants.
2. To establish a contract with fully-insured Medicare Advantage 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 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 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.

**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 Document** – Denotes a formal written document for specified health benefits offered under the fully-insured plan(s) offered by the Contractor.

**Plan Participant(s)** – Denotes retirees and their eligible dependents who are entitled to covered benefits under the fully-insured Medicare Advantage Plan(s) through OGB as identified in the eligibility data file prepared, maintained, and as determined by OGB, and delivered to the Contractor.

**Primary Plan Participant(s)** – Denotes the Plan Participant whose relationship with OGB 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	June 26, 2018
Deadline for Receipt of Written Inquiries	4:00 pm CT, July 12, 2018
Issue Responses to Written Inquiries	July 19, 2018
Deadline for Receipt of Proposals	4:00 pm CT, August 1, 2018
Oral Presentations, if required	To Be Scheduled
Notice of Intent to Award Announcement	To Be Scheduled
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 (“CT”) on the date specified in the Schedule of Events. Facsimile and electronic mail (“e-mail”) submissions are not 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 Medicare Advantage Plan(s)

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 below listed Mandatory Qualifications prior to the deadline for receipt of proposals. Proposers should supply the below listed supporting documentation prior to the deadline for receipt of proposals.

<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 VII: HMO Plan Design.	A brief statement in the Proposal that confirms that the Proposer meets or exceeds the Mandatory Qualification

Approval by the Centers for Medicare and Medicaid Services (CMS) to offer one or more Medicare Advantage HMO Plans in the State of Louisiana.	A copy of the contract between Centers for Medicare & Medicaid Services and the Proposer authorizing a Medicare Advantage plan offering by Proposer in Louisiana
Licensing authority provided by the Louisiana Department of Insurance in accordance and compliance with La. R.S. 22:241, <i>et. seq.</i> <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, at a minimum, 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, or the ability and commitment to obtain all required insurance coverage by the commencement of the Contract;
- 4) A brief statement describing the adequacy of the Proposer's financial capacity to handle the requirements of this RFP; and
- 5) Confirmation statement that the Proposer has not engaged in and/or been prosecuted for any unethical practices within the past five (5) years.

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 should provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details.

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

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 providing health benefit coverage to or on behalf of other states and/or corporate/governmental entities of comparable size and diversity as OGB, 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 each fully-insured Medicare Advantage HMO plan the Proposer proposes to offer OGB retired, Medicare-eligible Plan Participants. OGB reserves the right to request any additional information to assure OGB of a Proposer's experience and capabilities.

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

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

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

The Proposer should:

- 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.
- Describe 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/population health).
- Include a comparison of the Medicare Advantage HMO networks to Proposer's non-Medicare provider networks by parish within the State of Louisiana, including separate comparisons for both hospital/clinic and physician providers.
- Include a list of all network providers by specialty, in electronic format.
- Describe approach to Quality Assurance, specifically claims administration and customer service.
- Provide samples 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: Contractor 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 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.

The Proposer should include information to demonstrate that their staff and/or subcontractor(s) have the necessary experience and knowledge to successfully perform the

services listed in Section 2, Scope of Services. 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 must clearly describe their ability to exceed the mandatory qualifications set forth in Section 1.8.1 and shall 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 entrepreneurships 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 entrepreneurships, 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 entrepreneurships 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 <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. All pricing must be fully burdened, inclusive of all travel and Contract-related expenses.

The proposed monthly Administrative Fee to OGB and Regional Premium will be used to calculate score points using the formula specified in Section 3.1 of the RFP. Each cost component (i.e., Administrative Fee to OGB and Regional Premium) will be scored separately. Scores for the two (2) cost components will be added together to determine the total Cost Proposal Score.

OGB will charge the Contractor an administrative fee of not less than \$10.00 per Primary Plan Participant per month, and this fee shall not be included in the proposed fixed monthly Regional Premium. This administrative fee must be included as a component in the evaluation of the cost proposal, Attachment IV: Cost Proposal Template. The monthly administrative fee proposed shall be guaranteed for the term of the Contract and any subsequent optional renewal periods.

The Proposer shall provide a fixed monthly premium inclusive of all services per Plan Participant per month for the first year of the initial contract period of January 1, 2019, to December 31, 2019, for all proposed Region(s) using Attachment IV: Cost Proposal Template. The monthly premium shall be fully burdened and inclusive of all travel, costs and Contract-related expenses. The Proposer may propose multiple plan offerings (i.e., zero dollar premium plan, standard premium plan, etc.) to satisfy the preferences of OGB retirees as long as the Proposer's plan(s) of benefits, at minimum, conform with OGB's plan of benefits and coverage provisions set forth in Attachment VII: HMO Plan Design, and maintain identical eligibility requirements and continued coverage provisions as the OGB HMO Plan.

See Attachment VI for a description of the regions by parish. See Attachment V for enrollment information by plan and enrollment information by region. For OGB's monthly premium rates effective January 1, 2018, reference:

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

The total cost for each plan offering and proposed region will be scored separately from the technical proposal using the methodology detailed in Section 3.1. Proposer must provide total cost for each plan offering proposed 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 cost proposal.

The Contractor will submit proposed rates for each subsequent twelve (12)-month period of the Contract term no later than August 31<sup>st</sup> of the preceding year, beginning on August 31, 2019. **Note: Premium rates for each twelve (12)-month period must be approved by the Centers for Medicare and Medicaid Services (CMS). Additionally, for each twelve (12)-month period, the Contractor must document, through a written certification from its actuary, that the proposed rates for each twelve (12)-month period is calculated on the basis of sound actuarial principles, reasonable in relation to the benefits provided and the population anticipated to be covered, and that the rates are neither excessive nor deficient.**

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

The Proposer must sign and submit Attachment IX, 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 Section 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 response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP, are 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 delegee.

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

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

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall 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 their 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 their Proposal on a flash drive or CD as stated in Section 1.10. Provided the Proposer has fully complied with all requirement 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 IX, 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's 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, or 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 June 26, 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 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.

### ***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 the OGB CEO or his/her designee.

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

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

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

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

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

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

### ***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, 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. Proposer must provide a cost for all regions on Attachment IV, Cost Proposal Template, if Proposer intends to be considered for offering statewide coverage. Statewide coverage is not guaranteed, even if all regions are proposed on the Cost Proposal Template.

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 to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

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

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

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

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

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

**Workers’ Compensation Insurance:** Before any work is commenced, Contractor must have in place and shall maintain during the life of the Contract, Workers’ Compensation Insurance for all

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

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

**Commercial General Liability Insurance:** Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance, including but not limited to Personal and Advertising Injury Liability, which shall protect it, and the State, its officers, trustees, employees, servants, and/or agents, from losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorneys' fees), and other liabilities relating to personal injury, general negligence, violation of or failure to comply with any state or federal law, regulation, or other legal mandate, and damage to real or personal tangible property to the extent caused by Contractor, its employees, officers, agents, partners or subcontractors, and which may arise from operations or services under the Contract, whether such operations or services be by Contractor or by a subcontractor, or by anyone directly or indirectly employed or procured by either of them, or in such manner as to impose liability on the State, its officers, trustees, employees, servants, and/or agents. Such insurance shall name the State of Louisiana, its officers, trustees, employees, servants, and agents as additional insureds. The amount of coverage shall be as follows: Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products, with policy limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and Umbrella Liability insurance, with policy limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate.

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

**Cyber/Data Breach Liability Insurance:** Contractor shall have in place before commencing work under the Contract and maintain during the life of the Contract and for the extended reporting period herein, cyber/data breach liability insurance, including first-party costs, for any data breach that compromises the State's confidential data with a minimum policy limit of \$5,000,000 or self-insurance limit of \$5,000,000 for the purpose of providing coverage for claims arising out of the performance of its services under the Contract. Claims-made coverage is acceptable. Such insurance policy shall name the State of Louisiana, its officers, trustees, employees, servants, and agents as additional insureds. If self-insured, evidence of such acceptable to the State is required. Coverage shall be provided for the duration of the Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than twenty-four (24) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premiums.

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

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

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

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

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

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

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

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

## 3. All Coverages

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

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

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

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



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

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

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

- a) Contractor shall be fully liable for its own actions and the actions of its agents, employees, partners and subcontractors and shall fully protect, defend, and indemnify the State, all State departments, Agencies, Boards, and Commissions, its officers, trustees, employees, servants, subcontractors, agents, and volunteers (collectively the “State”), from and against any and all losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorneys’ fees), and other liabilities of every name and description (“Claims/Costs”) relating to personal injury or death to any person or damages, loss, or destruction of any real or tangible property which may occur, or in any way arise out of, any act or omission of Contractor, its employees, agents, partners, or subcontractors/vendors. Contractor shall not be required to indemnify for that portion of any Claim/Cost arising due solely to the negligent or intentional act or failure to act of the State.
- b) Contractor shall further indemnify and defend the State from and against any Claims/Costs resulting from any violation of or failure to comply with any state or federal law, or other legal or Contract requirement to the extent caused by Contractor, its agents, employees, partners or subcontractors. Contractor shall not be required to indemnify for that portion of any Claim/Cost arising due solely to the negligent or intentional act or failure to act of the State.
- c) Contractor shall fully protect, defend, and indemnify, the State from and against all adverse federal and state tax consequences, loss, liability, damage, expense, attorneys’ fees or other obligations resulting from, or arising out of, any act or omission by Contractor in connection with this Contract, including but not limited to other obligations resulting from or arising out of any premium charge, tax, or similar assessment by federal, state, and local governmental authorities, for which Contractor is liable.
- d) If applicable, Contractor will protect, defend, and indemnify, the State, its officers, trustees, employees, servants, subcontractors, agents, and volunteers, from and against all Claims/Costs which may be assessed against the State in any action for infringement of a United States Letter Patent with respect to the products furnished, or of any copyright, trademark, trade secret or intellectual property right, in relation to the Contract provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit; (ii) the opportunity to take over, settle or defend such Claim/Cost at Contractor’s sole expense; and (iii) reasonable assistance

in the defense of any such action at the expense of Contractor. Where a Claim/Cost arises relative to a real or anticipated infringement, the State, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as to such infringement claim as the State deems necessary.

- e) In addition to the foregoing remedies for patent infringement Claims/Costs, if the use of the product, material, or service or part(s) thereof shall be enjoined for any reason or if Contractor believes that such use may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the State the right to continue using such product, material, or service or part(s) thereof, as applicable, under the same terms and conditions as provided in the Contract; (ii) to modify the product, material, or service so that it becomes a non-infringing product, material, or service of at least equal quality and performance, in the State's sole opinion; (iii) to replace the product, material, or service or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, in the State's sole opinion; or (iv) if none of the foregoing is commercially reasonable, provide monetary compensation to the State.
- f) Contractor agrees to indemnify and defend the State from all Claims/Costs relating to Contractor's or its subcontractors' fault or negligence, including, but not limited to, any claims relating to the failure of Contractor to provide services or fulfill obligations as specified in the Contract due to financial hardship or insolvency.
- g) Contractor agrees to investigate, handle, respond to, provide defense for and defend any Claims/Costs at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims/Costs are groundless, false or fraudulent.
- h) The State may, in addition to other remedies available to the State, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers at Law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any Claims/Costs asserted by or against the State, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, for which Contractor owes indemnification and/or defense pursuant to this Section.

## ***1.35 Payment***

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

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

The methods of payment may be via (i) 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 XII, Electronic Vendor Payment Solution, for additional information regarding electronic payment methods and registration.

OGB shall impose no extraordinary restrictions on its retirees who select a Louisiana HMO. Insureds 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 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.

Contractor shall pay to OGB a monthly administrative fee of not less than \$10.00 for each Medicare Advantage HMO Primary Plan Participant. This fee shall not be included in the proposed fixed monthly premium. This administrative fee will be paid by Contractor directly to OGB for each Primary Plan Participant.

### ***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 X, 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 X, 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 XI, Imaging System Survey Compliance and Records Destruction. Contractor shall return the Records to OGB/State, at Contractor's expense, within seven (7) days of request or in the specific instance of termination or expiration of the Contract, within sixty (60) days after the termination or expiration of the Contract, and shall retain no copies of the Records, unless required by applicable law, provided, the confidentiality and security requirements of this Contract shall apply to such Records as long as retained by the Contractor. Additionally, all State data must be sanitized from Contractor's (and its vendors') systems in compliance with the most current revision of NIST SP 800-66.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

## **2 SCOPE OF SERVICES**

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

The Contractor shall provide fully-insured Medicare Advantage HMO Plan coverage on a statewide or regional basis for Medicare eligible OGB retirees and their eligible dependents.

### ***2.2 Task and Services***

The Contractor must possess the knowledge, capability, and resourcefulness to effectively provide one or more fully-insured Medicare Advantage Plan(s) 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 Medicare Advantage HMO plan(s) shall be identical to the plan of benefits of OGB's HMO Plan, Attachment VII.

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 Medicare Advantage 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.
- Facilitate system programming including, but not limited to, data collection from OGB, file transfer set-up between OGB and Contractor, and data transfer of mapping. If Contractor requires file mapping and/or subsequent updates, these services will be provided by Contractor at no additional cost to OGB. **Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of "pgp". The encryption key must have an expiration of no longer than 5 years from the creation date and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.**
- Upon OGB request, the selected contractor(s) will be required to 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, 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 regions 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.
- 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.
- 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 Medicare Advantage 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.
- Process premium refunds to Low Income Subsidy (LIS) members enrolled in Medicare Advantage Part D plans on behalf of OGB.
- Responsible for reconciling Part D claims payments, subsidies, and rebates on an annual basis.



- Provide 21-day disenrollment notices to Plan Participants as required by CMS.
- Consult with OGB with regard to benefits provided under the Plan. No changes to said plan design shall be made during the term of the resulting Contract without the written consent of OGB.
- Accept enrollment information daily from OGB in electronic format and enroll Plan Participants, including COBRA beneficiaries, 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 annual and any special enrollment periods.
- Provide knowledgeable staff to attend state-wide annual and special enrollment meetings within the proposed parishes for which the Contractor is authorized to provide coverage and informational meetings as scheduled by OGB.
- 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 Plan 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 Plan 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 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 identified by OGB to include, 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 60 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 7 business 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 and non-electronic claims paid within 30 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.
- Submit annual Service Organization Control (SOC1), 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 by January 15 preceding the report deadline.
- 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 each 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 each 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 days (120) 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 by January 15 preceding the report deadline.	\$1,000 per day
<b><u>Annual Enrollment Meetings:</u></b> 100% attendance of state-wide annual and any special enrollment meetings within the proposed regions for which the Contractor is authorized to provide coverage.	\$1,000 per annual or special enrollment meeting missed
<b><u>Average Speed to Answer:</u></b> Sixty (60) seconds or less. The Average Speed to Answer means the average speed for answering of the customer service telephone line by a “live” representative each plan quarter.	6.25%
<b><u>Abandon Call Rate:</u></b> 5.0% or less of all incoming calls received will be abandoned. Abandon Call Rate means the number of 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 during such plan quarter.	6.25%
<b><u>Eligibility Posting Timeliness:</u></b> 98% of electronically transmitted eligibility updates shall be posted to the Contractor’s system within two (2) business days of receipt.	6.25%

Service Level	Fees at Risk Per Calendar Year
<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	
Administrative Fee to OGB	10
Monthly Regional Premium	35
<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 this 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. Points will be assigned for cost using a calculation-based evaluation process based on the total cost from the pricing submitted by each Proposer on Attachment IV: Cost Proposal Template.

Each cost component (i.e., Administrative Fee to OGB and Regional Premium) of the Cost Proposal will be scored separately.

##### **A. Monthly Administrative Fee Paid to OGB**

Contractor shall pay a monthly administrative fee directly to OGB of no less than \$10.00 per each Primary Plan Participant enrolled. This fee shall not be included in the proposed monthly premium.

1. The highest Monthly Administrative Fee will receive 100% of the available points for this Cost Component.

2. Each Remaining Proposals providing a Monthly Administrative Fee that is less than the highest proposed Monthly Administrative fee and meets or exceeds \$10.00 will receive 5 points for this Cost Component.
3. Any Proposal that provides a Monthly Administrative Fee of under \$10.00 will not be considered.

#### B. Monthly Regional Premium

Regional Premium will be scored using the following methodology:

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

$$\text{Points for Cost Component} = (\text{Cost of Lowest Cost Proposal for the cost component} / \text{Cost of Proposal Being Evaluated for the cost components}) * \text{Total points available for the cost component}.$$

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

## 4 PERFORMANCE STANDARDS

### 4.1 Performance Requirements

See Section 2, Scope of Services

### 4.2 Performance Measurement/Evaluation/Monitoring Plan

#### Performance Guarantees:

Contractor agrees to provide its operational performance guarantees on a client-specific basis and report OGB's results on a quarterly basis. OGB shall have the ability to modify the performance guarantees each Contract year; however, twenty-five (25%) percent of Contractor's total annual contracted cost will remain at risk, and the 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 Chief Executive Officer, 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 Medicare Advantage Plans?
3. Please provide a statement and/or business plan discussing your organization's commitment to Medicare Advantage Plans.
4. Has your organization been sanctioned by the Centers for Medicare and Medicaid Services in the past five (5) years? If yes, explain.
5. How does your organization view the future stability of premiums for the Medicare Advantage Plans?
6. Identify the number of current Plan Participants enrolled in Medicare Advantage Plans with your organization:

Product	Number of Plan Participants
Medicare Advantage HMO	

7. List the parishes for which you have CMS approval to offer your Medicare Advantage Plan.

### 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 such as OGB for use via the Internet for standard ad hoc reporting?
3. Provide name, title, and immediate superior of the Account Executive who will be assigned to the OGB account and indicate how the organization 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? If so, explain.
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				
f. enroll on-line				

	Current		January 1, 2019	
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 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 Medicare Advantage HMO Plan Participants that are included in the quoted premium.
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 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 issues be handled?

#### H. Overall Plan Mechanics

1. Describe the group enrollment process. Specifically address signature requirements and data requirements.
2. If a Plan Participant receives services from within your provider network, is this provider allowed to balance-bill the Plan Participant?
3. Does your organization have the capabilities to offer direct billing services to retirees?
4. Is pre-enrollment support provided via the Web or toll-free number to answer potential Plan Participants' questions?
5. Does your organization allow customization of ID cards to include a statement and/or toll-free number directing physicians outside of your network to accept the card as they would a Medicare card?

#### I. Communications

1. Provide an overview and samples of any communication pieces used during the enrollment process for Medicare Advantage Plans.
2. What off-the-shelf products are you able to provide, free of charge?

3. Provide samples of any communication campaigns, monthly/quarterly newsletters, or comparable materials sent to Medicare Advantage Plan Participants.
4. Are large print enrollment/communication materials offered?

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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 offer one or more Medicare Advantage Plan(s) for Medicare-eligible OGB retired Plan Participants in the following parishes where it is approved to do so by the Centers for Medicare and Medicaid Services (“CMS”) in the State of Louisiana: \_\_\_\_\_. 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 addenda:

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 X, Records Retention Schedule

See RFP Attachment XI, Imaging System Survey Compliance and Records Destruction

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

1. To provide quality, cost effective, fully-insured health care services to OGB Retirees through one or more Medicare Advantage Plans.
2. To establish a Contract with a fully-insured HMO Medicare Advantage Contractor.

#### **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 Chief Executive Officer, 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 the 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 other 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 deliverables.

**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 Document** – Denotes a formal written document for specified health benefits offered under the fully-insured plan(s) offered by the Contractor.

**Plan Participant(s)** – Denotes retirees and their eligible dependents who are entitled to covered benefits under the fully-insured Medicare Advantage Plan through OGB as identified in the eligibility data file prepared, maintained and as determined by OGB, and delivered to the Contractor.

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

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

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

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

**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 a one-time 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. Such written evidence of these approvals shall be submitted, along with the Contract amendment, to OSP to extend Contract

terms beyond the initial three (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 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 vendor 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 XII, 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 on Contractor a monthly administrative fee of

\$ \_\_\_\_\_ for each HMO Primary Plan Participant. The administrative fee will be paid directly to OGB for each Primary Plan Participant and shall not be included in the premium charged. 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 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 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.

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

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

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

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

## **6 FORCE MAJEURE**

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

## **7 CONTRACT CONTROVERSIES**

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

## **8 FUND USE**

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

## **9 ASSIGNMENT**

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

## **10 RIGHT TO AUDIT**

The State Legislative Auditor, federal auditors, internal auditors of the Division of Administration and its designated agents, the State, OGB, or others so designated by the State/OGB shall be entitled to audit all accounts, procedures, matters, and records of any Contractor or subcontractor under any negotiated Contract or subcontract directly pertaining to the Contract for a period of five (5) years after final payment under the Contract and for the subcontractor/vendor for a period of five (5) years from the date of final payment under the

subcontract or such longer period as required by applicable state and federal Law. Records, including direct read access to databases and all tables, shall be made available during normal business hours for this purpose.

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

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

## **10.1 RECORDS**

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

Contractor agrees to retain all Records in accordance with all Louisiana and federal laws and regulations. Further, Contractor agrees to retain all Records in accordance with OGB's official retention schedules (the "Schedules"), RFP Attachment X, until such time as the Records are returned to the State or other disposition is agreed. In the event the applicable Law and the Schedules contain different retention periods, the Records shall be kept for the longer period. Records shall be in a format and media as required by applicable law or as agreed upon by the parties in writing if allowed by applicable law. The Schedules in place as of the effective date of this Contract are contained in RFP Attachment X, 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 XI, 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') system in compliance with the most current revision of NIST SP 800-66.

## **10.2 CONTRACTOR'S COOPERATION**

Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, or other such requested support to the State when requested. This

applies even if the Contract is terminated and/or litigation ensues. Specifically, Contractor shall not limit or impede OGB's right to audit, or withhold Records.

## **11 CONTRACT MODIFICATIONS**

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

## **12 CONFIDENTIALITY OF DATA**

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

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

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

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

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

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



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

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

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

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

## **13 SUBCONTRACTORS**

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

## **14 COMPLIANCE WITH LAWS**

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

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

## **15 INSURANCE**

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

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

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

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

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

Liability and Products, with policy limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and Umbrella Liability insurance, with policy limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate.

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

**Cyber/Data Breach Liability Insurance:** Contractor shall have in place before commencing work under the Contract and maintain during the life of the Contract and for the extended reporting period herein, cyber/data breach liability insurance, including first-party costs, for any data breach that compromises the State's confidential data with a minimum policy limit of \$5,000,000 or self-insurance limit of \$5,000,000 for the purpose of providing coverage for claims arising out of the performance of its services under the Contract. Claims-made coverage is acceptable. Such insurance policy shall name the State of Louisiana, its officers, trustees, employees, servants, and agents as additional insureds. If self-insured, evidence of such acceptable to the State is required. Coverage shall be provided for the duration of the Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than twenty-four (24) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premiums.

**Owned, Non-Owned and Hired Motor Vehicles/Automobile Liability Insurance:** 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:

4. General Liability and Automobile Liability Coverages

- e. 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.

- f. 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.
- g. 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.
- h. 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.

#### 5. 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.

#### 6. All Coverages

- e. Coverage shall not be cancelled, suspended, or voided by either the Contractor or the insurer or reduced in coverage or in limits, except after 30 days' written notice has been given to the OGB/State. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. Any such cancellation or reduction of coverage, if not approved in advance by the State, may result in termination of the Contract.
- f. 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.
- g. 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.
- h. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the State/OGB, its officers, agents, employees, and volunteers.

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

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

**Verification of Coverage:** Contractor shall furnish the OGB/State with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The

Certificates are to be received and approved by the OGB/State before work commences and upon any Contract renewal thereafter.

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

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

## **16 APPLICABLE LAW**

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

## **17 CODE OF ETHICS**

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

## **18 SEVERABILITY**

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

## **19 INDEPENDENT ASSURANCES**

Contractor shall submit, 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:

[illegible]

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

Or

Mr. Tommy Teague, CEO  
Office of Group Benefits  
1201 N. 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 CLAIMS LIABILITY AND REIMBURSEMENT

Contractor assumes full liability for funding all payments made for Plan claims on or after the effective date of this Contract, including payments remitted by Contractor to CMS in response

to demand letters for the recovery of Medicare payments to Plan Participants. OGB shall not be responsible under any circumstances for ensuring Contractor's compliance with federal or state laws which may apply to the establishment and/or maintenance of those funds or Plans, or for advising Contractor of any such federal or state laws.

## **23 EMPLOYER GROUP WAIVER PLAN CONTRACT CLAUSES**

- a. If OGB (or the participating employer) subsidizes all or part of a Plan Participant's premium, then OGB agrees that:
  - (1) OGB will only subsidize different amounts for different classes of Plan Participants if such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly).
  - (2) The premium for each individual within a given Plan Participant class will not vary.
  - (3) The allocation for Part D premium charged to a Plan Participant will not be greater than the sum of his or her monthly beneficiary premium attributable to basic prescription drug coverage and 100% of the monthly beneficiary premium attributable to his or her non-Medicare Part D benefits (if any).
- b. If a low income premium subsidy is allocated to a Plan Participant, then OGB and Contractor agree:
  - (1) If the low income premium subsidy amount is less than the portion of the Part D premium paid by the Part D Plan Participant, Contractor will use its best efforts to advise the Plan Participant of the consequences of enrolling in the OGB's plan compared to enrolling in another plan where the monthly premium is equal to or below the low income premium subsidy amount.
  - (2) The low income premium subsidy will be used to reduce the Plan Participant's premium by offsetting the amount of the low income premium subsidy from the Plan Participant's monthly premium. Contractor agrees to administer any low income premium subsidy offsets that may be owed to Plan Participants. OGB agrees to provide Contractor with any information that Contractor may need to process low income premium subsidy offsets for Plan Participants.
  - (3) To allocate low income premium subsidies within 45 days of receiving such payments from CMS.
- c. In the event OGB determines that a Plan Participant is no longer eligible for the Plan, or if the Contract is involuntarily terminated, Contractor agrees to the following:
  - (1) Contractor will provide a Plan Participant with at least 21 days of advance notice prior to the effective date of the disenrollment or the termination of the Contract. The notice shall contain information on the following:
    - (i) Other plan options offered by OGB for the Plan Participant and how to request enrollment,
    - (ii) Options on how to select individual plans from Contractor or a different organization,

- (iii) That failure to make a new election will result in a disenrollment action, which will result in the Plan Participant being automatically enrolled in Original Medicare without drug coverage, and that the Plan Participant may be subject to a late enrollment penalty.

## **24 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.

## **25 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.

## **26 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") and personally-identifiable information ("PII") in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, as amended from time to time.

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

Notwithstanding any provision to the contrary, major delegated functions involving PHI and PII, including but not limited to claims processing, customer service, and any other services as



provided by applicable law, shall not be sourced outside of the territorial and jurisdictional limits of the fifty (50) United States of America.

## **27 CONTRACTOR ELIGIBILITY**

At the time of execution of this Contract, 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.

## **28 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/PII, 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.

## **29 TRANSITION OF SERVICES AND DATA**

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

## **30 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

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

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

**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 and personally-identifiable information that Business Associate accesses, creates, receives, maintains or transmits on behalf of Covered Entity (“PHI”); and

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

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

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

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

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

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

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

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

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

Associate. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Addendum with respect to such PHI. Such agreements with Business Associates agents and subcontractors shall be provided to Covered Entity upon request and subject to audit hereunder.

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

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

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

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

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

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

14. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to Covered Entity, at its expense and within sixty (60) days of the termination, all PHI owned by or belonging to Covered Entity as

provided in the Agreement, and shall retain no copies of the PHI unless required by law. In the event that the law requires Business Associate to retain copies of PHI, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes required by law, for so long as Business Associate maintains such PHI. This provision includes, but is not limited to, PHI: (a) received from Covered Entity; (b) created or received by Business Associate on behalf of Covered Entity; and, (c) in the possession of subcontractors or agents of Business Associate. This provision includes PHI in any form, recorded on any medium, or stored in any storage system. In addition, the Business Associate shall return any books, records, or other documents required by the Agreement.

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

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

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

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

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

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

21. Changes in the Law. Covered Entity may amend either the Agreement or this Addendum, as appropriate, to conform to any new or revised federal or state legislation, rules, regulations, and records retention policies to which Covered Entity is subject now or in the future including, without limitation, HIPAA.

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

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

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

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

**CONTRACTOR**

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

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

Title: Chief Executive Officer

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

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

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

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

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

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## **ATTACHMENT 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. All pricing must be fully burdened, inclusive of travel and all Contract-related expenses. Commissions or finder's fees are not payable under this Contract.

The proposed monthly Administrative Fee to OGB and Regional Premium will be used to calculate score points using the formula specified in Sections 1.9(H) and 3.1 of the RFP. Each cost component (i.e., Administrative Fee to OGB and Regional Premium) will be scored separately. Scores for the two (2) cost components will be added together to determine the total Cost Proposal Score.

### **Component I: Administrative Fee (10 points)**

OGB will charge the Contractor an administrative fee of not less than \$10.00 per Primary Plan Participant per month, and this fee shall not be included in the proposed fixed monthly Regional Premium. The monthly administrative fee proposed shall be guaranteed for the term of the Contract and any subsequent optional renewal periods.

The Proposer shall provide in the space below one total Per Primary Plan Participant Per Month Fee payment amount, to be paid to OGB:

<b>Monthly Administrative Fee Per Primary Plan Participant Per Month</b>
\$

### **Component II: Regional Premium (35 points)**

The Proposer shall provide a fixed monthly Regional Premium, inclusive of all services, per Plan Participant per month, for the first year of the initial Contract period of January 1, 2019, to December 31, 2019, for all Region(s) for which it intends to propose. See Attachment VI for a description of the regions by parish. For OGB's monthly premium rates effective January 1, 2018, reference the following:

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

Proposer must provide total cost for each plan offering proposed 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.

Proposer may add additional lines to each region to account for additional plan offerings. Multiple Medicare Advantage plan offerings (i.e., zero dollar premium plan, standard premium plan, etc.) may be offered by Contractor to satisfy the preferences of OGB retirees as long as the Proposer's plan(s) of benefits, at minimum, conform with OGB's plan of benefits and coverage provisions set forth in Attachment VII: HMO Plan Design, and maintain identical eligibility requirements and continued coverage provisions as the OGB. Cost share amounts may vary depending on the plan(s) offered.



The Contractor will submit proposed rates for each subsequent twelve (12)-month period of the Contract no later than August 31<sup>st</sup> of the preceding year, beginning on August 31, 2019. **Note: Premium rates proposed for each twelve (12)-month period must be approved by the Centers for Medicare and Medicaid Services (CMS). Additionally, for each twelve (12)-month period, the Contractor must document, through a written certification from its actuary, that the proposed rates for each twelve (12)-month period are calculated on the basis of sound actuarial principles, reasonable in relation to the benefits provided and the population anticipated to be covered, and are neither excessive nor deficient.**

Proposer shall provide its fixed Regional Premium in the spaces below for each region on which it intends to propose.

### Region 1

Parishes Included in Region 1	Fixed Monthly Premium, Per Plan Participant Per Month
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

### Region 2

Parishes Included in Region 2	Fixed Monthly Premium, Per Plan Participant Per Month
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

### Region 3

Parishes Included in Region 3	Fixed Monthly Premium, Per Plan Participant Per Month
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

**Region 4**

<b>Parishes Included in Region 4</b>	<b>Fixed Monthly Premium, Per Plan Participant Per Month</b>
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

**Region 5**

<b>Parishes Included in Region 5</b>	<b>Fixed Monthly Premium, Per Plan Participant Per Month</b>
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

**Region 6**

<b>Parishes Included in Region 6</b>	<b>Fixed Monthly Premium, Per Plan Participant Per Month</b>
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

**Region 7**

<b>Parishes Included in Region 7</b>	<b>Fixed Monthly Premium, Per Plan Participant Per Month</b>
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

**Region 8**

<b>Parishes Included in Region 8</b>	<b>Fixed Monthly Premium, Per Plan Participant Per Month</b>
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

**Region 9**

<b>Parishes Included in Region 9</b>	<b>Fixed Monthly Premium, Per Plan Participant Per Month</b>
Proposed Plan Offering 1/1/2019 – 12/31/2019	\$ _____

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

<b>PLAN PARTICIPANTS WITH MEDICARE A &amp; B</b>			
	<b>PLAN PARTICIPANTCOUNTS</b>		
<b>Plan Description</b>	<b>Employee</b>	<b>Spouse</b>	<b>Total</b>
Blue Cross – Magnolia Local	63	14	77
Blue Cross – Magnolia Open Access	17382	5245	22627
Blue Cross – Magnolia Local Plus	14453	4866	19319
Blue Cross – Pelican HRA	566	194	760
Peoples Health – Medicare Advantage	1760	468	2228
Vantage – Medicare Advantage Basic HMO	78	19	97
Vantage – Medicare Advantage Premium HMO	343	108	451
Vantage – Medicare Advantage Standard HMO	937	211	1148
Vantage – Medical Home HMO	275	101	376
LSU System Health Plan – ASO – Opt 1	300	165	465
LSU System Health Plan – ASO – Opt 2	17	6	23
LSU System Health Plan – ASO – Opt 3	1624	660	2284
One Exchange – HRA Account	565	132	697

\*Enrollment information by plan as of January 1, 2018

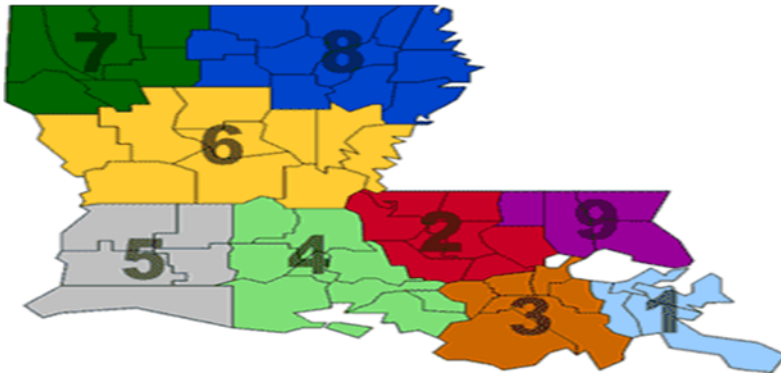
PLAN PARTICIPANTS WITH MEDICARE A & B – BY REGION			
	PLAN PARTICIPANT COUNTS		
Plan Participant Region	Retiree	Spouse	Total
<b>Region 1 Parishes</b> Orleans, Saint Bernard, Plaquemines and Jefferson	4261	1125	5386
<b>Region 2 Parishes</b> East Baton Rouge, West Baton Rouge, Livingston, Ascension, Iberville, Pointe Coupee, East Feliciana and West Feliciana	8068	2467	10535
<b>Region 3 Parishes</b> Lafourche, Saint John, Saint Charles, Saint James, Assumption and Terrebonne Parishes	1216	449	1665
<b>Region 4 Parishes</b> Lafayette, Evangeline, Saint Landry, Acadia, Saint Martin, Iberia, Vermilion and Saint Mary	3536	1230	4766
<b>Region 5 Parishes</b> Beauregard, Allen, Calcasieu, Jefferson Davis and Cameron	1841	618	2459
<b>Region 6 Parishes</b> Vernon, Sabine, Natchitoches, Winn, Grant, Rapides, LaSalle, Catahoula, Concordia and Avoyelles	5552	1798	7350
<b>Region 7 Parishes</b> Caddo, Bossier, Webster, Claiborne, Bienville, Red River and DeSoto	2446	697	3143
<b>Region 8 Parishes</b>	4424	1452	5876

Ouachita, Union, Lincoln, Jackson, Caldwell, Richland, Morehouse, Franklin, West Carroll, East Carroll, Madison and Tensas			
<b>Region 9 Parishes</b> Washington, Saint Tammany, Saint Helena and Tangipahoa	3529	1260	4789
<b>Out of State</b>	3461	1084	4545
<b>Unknown</b>	29	9	38

\*Enrollment information by region as of January 1, 2018

## ATTACHMENT VI: REGIONS BY PARISH

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



## ATTACHMENT VII: HMO PLAN DESIGN

Office visit copay	
PCP	\$5 copay
SCP	\$20 copay
Preventive care	
Routine physical exam	100%
Well Woman Care	
Immunizations	
Inpatient hospital	
Semi-private room, ancillary services and physician visits	100% after \$50 copay per day for first ten days
Pre-admission testing	100%
Outpatient hospital care	100%
Emergency room	100% after \$50 copay
Ambulatory surgical care center	100%
Physical therapy, respiratory, occupational or speech	100%
Home health care	100% per date of service
Durable Medical Equipment	100% after 5% coinsurance
Skilled nursing	100% for days 1-20 100% after \$25 copay per day (days 21-100)
Ambulance	100% after \$50 copay
Hospice Care	100%
Immediate Care	100% after \$10 copay
Mental Health	
Inpatient	100% after \$25 copay per day for first five days
Outpatient	100% after \$10 copay
Partial hospitalization	100% after \$20 copay per day
Alcohol/Substance Abuse	
Inpatient	100% after \$25 copay per day for first five days
Outpatient	100% after \$20 copay
Prescription Drug	
Retail (30 days)	
Level One	\$ 5 (low cost generic)
Level Two	\$10 (higher cost generic)
Level Three	\$25 (low cost brand)
Level Four	\$50 (higher cost brand)
Level Five	20% (specialty)
Mail Order (90 days)	
Level One	\$0
Level Two	\$0
Level Three	\$50
Level Four	\$100
Level Five	20%



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## ATTACHMENT VIII: 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 26, 2018, to provide for one or more fully-insured Health Maintenance Organization Medicare Advantage Plan(s).
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. Such safeguards shall be consistent 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>. 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. Additionally, all State data must be sanitized from Recipient's (and its vendors') systems in compliance with the most current revision of NIST SP 800-66.

**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*

---

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

Signature of Proposer or  
Authorized  
Representative

Typed or Printed Name:

Date:

Title:

Entity Name:

Address:

City:

State:

Zip:

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

## Records Retention Schedule

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SS ARC 932 (01/12) L2014-020

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REPLACEMENT PAGE

## References

Agency Approval

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

Secretary of State, State Archives & Records Services

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

**Records Retention Schedule**

SS ARC 922 (01/12)

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 22014-086

Agency No		Division of Administration / Office of Group Benefits - Administration - Executive		Retention Period		Security		Archival		State Records Center		Vital		Indicate Use of Form	
Item Number	Records Series Title	In Office	In Storage	Total Retention											Remarks
1	Internal Audit records (audited documents, reports, work papers, legislative audit reports)	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V							ACT = until the end of the CY in which report issued/project closed
2	Board and Committee Minutes	PERM		PERM	M	R	N	V							
3	Strategic Plan	ACT + 5 CY		ACT + 5 CY	P	S	N	I							ACT = until the end of the CY in which agency ceases to operate
4	Legal Files	ACT + 1 CY	9 CY	ACT + 10 CY	M	S	Y	V							ACT = until end of CY in which file is closed out
5	Board Election Materials	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V							ACT = until end of CY in which election results are certified
6	Publications	ACT + 10 CY		ACT + 10 CY	M	S	N	I							ACT = until end of CY in which agency ceases to exist
7	Records Management Files (Retention Schedules, Disposal Requests, Transmittals)	ACT + 10 CY		ACT + 10 CY	M	S	N	V							ACT = until end of CY in which agency ceases to exist

Agency Approval

12-30-14

Date Signed

Secretary of State, State Activities & Records Services

Date Approved

# Records Retention Schedule

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

http://www.sos.la.gov

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Remarks

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

## Permitted Retention Period Abbreviations

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

FY - Fiscal Year (July 1 - June 30)

CY - Calendar Year (Jan 1 - Dec 31)

AY - Academic Year (Aug 1 - July 31)

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

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

PERM - Permanent

## Security Status Codes

P - Public Record

M - May Contain Confidential Information

C - Confidential Information

A - Transfer to State Archives

R - Retain in Agency Archives

S - Review by State Archives

O - Other (Specify in Remarks)

## State Records Center Use

Y - Yes

N - No

Vital Record Identification Code

Ve - Vital

I - Important

U - Useful

## Agency Abbreviations

PES = Personnel Evaluation System

PPR = Personnel Performance Rating

Agency Approval

Date Signed

Secretary of State, State Archives & Records Services

Date Approved

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

Post Office Box 94125, Baton Rouge, LA 70804

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SS AFPC 832 (01/12)

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## Remarks

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Agency Approval:

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

Secretary of State, State Archives & Records Services

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



# Records Retention Schedule

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

Http://www.sos.la.gov

SS ARC 932 (01/12)

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

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

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

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

Agency Abbreviations

Agency Approval *[Signature]*

Date Signed *12-18-14*

Secretary of State, State Archives & Records Services *Carrie Martin*

Date Approved *12/18/14*

**Records Retention Schedule**

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

Http://www.sos.la.gov

SS ARC 932 (01/12)

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

Permitted Retention Period Abbreviations:  
 ACT - Active Period (when used define term in remarks column)  
 FY - Fiscal Year (July 1 - June 30)  
 CY - Calendar Year (Jan 1 - Dec 31)  
 AY - Academic Year (Aug 1 - July 31)  
 FFY - Federal Fiscal Year (Oct 1 - Sept 30)  
 MO - Months WK - Week DY - Days  
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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: *[Signature]*  
 Date Signed: 12-18-14  
 Secretary of State, State Archives & Records Services: *[Signature]*  
 Date Approved: 12/18/14

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## References

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Secretary of State, State Archives & Records Services

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Agency Approval:

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

Secretary of State, State Archives & Records Services

Done Approved

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## **ATTACHMENT XI: 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 X) 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 X.

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## ATTACHMENT XII: 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>
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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