ADDENDUM #1

March 13, 2020

Reference Request for Proposals #3000014397 soliciting Proposals from any qualified proposers to provide Pharmacy Benefit Manager Services ("PBM") for self-funded health plans offered by OGB.

Addendum #1 includes responses to written inquiries received by the deadline stated in the Request for Proposals (RFP) and provides amendments to the RFP.

THIS ADDENDUM IS HEREBY OFFICIALLY MADE A PART OF THE REFERENCED REQUEST FOR PROPOSALS.

INQUIRIES AND RESPONSES

No	Inquiry	Response
1	Do you anticipate extending the bid due date?	At this time, there are no plans to extend the deadline for receipt of proposals. Note: Pursuant to RFP Section 1.6 Schedule of Events, OGB reserves the right to revise the schedule of events.
2	What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?	None at this time. The RFP provides proposers with the requested scope of work, evaluation and award provisions; specifically, RFP Section 2: Scope of Services, Section 3: Evaluation and Section 1.30: Contract Award and Execution.
3	Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com?	No.
4	Other than your own website, where was this bid posted?	A Public Notice was published in The Advocate newspaper in Baton Rouge, Louisiana and The Times newspaper in Shreveport, Louisiana. In addition to OGB's website, the RFP was posted to the Louisiana Procurement and Contract Network (LaPAC).

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5	We would also like to ask that the language below be clarified. Given attempted hacks on our systems occur daily, to comply with this paragraph we would be constantly contacting the State and	OGB will not rephrase the requirements in Attachment IV: Data Use Agreement For Limited Data Set.
	informing them that "today, we had X automated attempts to hack into our system". We would like to suggest this section be clarified by the State to read that notification is required around actual security events resulting in an incident, not all	Additionally, per RFP Section 1.9 (H) Cost Proposal, OGB will not accept any alterations to Attachment IV: Data Use Agreement for Limited Data Set.
	attempts	See also, Attachment I: Sample Contract section 12.1.
	The Recipient 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 Recipient and its subcontractors and/or vendors shall provide OGB with immediate notification (not more than forty-eight (48) hours) of the Recipient's awareness of any Security Event, as defined in the Information Security Policy ("Security Event"), involving confidential information related to the RFP or resulting 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 forty-eight (48) hours following discovery of the Security Event.	
6	Can you please tell us how to submit the Attachment IV: Data Use Agreement for Limited Data Set?	The signed Attachment IV: Data Use Agreement for Limited Data Set should be sent via email to OGB.Proposals@la.gov.
7	Can it [Data Use Agreement for Limited Data Set] be sent via email or does it have to be submitted in printed format with original signatures?	The signed Attachment IV: Data Use Agreement for Limited Data Set should be sent via email to OGB.Proposals@la.gov. The document does not have to be submitted in printed format with original signatures.
8	Within 1.9.D Company Background, Financial Condition and Experience, OGB requests that "Proposer should provide a listing of any and all notice(s) of deficiency, non-compliance, and termination (for any reason), related to the performance of proposer's services and the status or outcome of the matter, within the past five (5) years." Please clarify if OGB is requesting a list of all terminated clients within the past 5 years.	OGB is requesting any and all notice(s) of deficiency, non-compliance, and termination (for any reason), related to the performance of proposer's services and the status or outcome of the matter, within the past five (5) years. This would include a listing of all terminated clients within the past five (5) years.
9	Within 2.3 Deliverables, OGB request Performance Guarantee reporting within 30	2.4 Performance Guarantee timelines and 4.2 Performance

	calendar days after the close of each month and calendar year. However, in 2.4 Performance Guarantees, OGB states "These metrics shall be reported quarterly and reconciled on an annual basis unless another time period is agreed to between OGB and Contractor. OGB shall have the ability to modify the performance guarantees each Contract year. Any penalties owed to OGB shall be reported within sixty (60) days after the close of the period being measured, and will not need to be requested. Any penalties owed to OGB shall be paid within forty-five (45) days after reported." Please confirm Performance Guarantee reporting timeline requirements.	Measurement/Evaluation/Monitoring Plan timelines should be followed- "All guarantees must be reconciled annually and reported to OGB within sixty (60) days after the close of the period being measured and any penalties owed to OGB shall be paid within forty-five (45) days after reported reconciliation." See the amendment to RFP Section 2.3, Deliverables.
10	Section 19 of the Sample Contract, please confirm that only the Proposer's SOC 1 Type II and/or SOC 2 Type II report is required by OGB?	Independent assurances may be in the form of a SOC 1, Type II and/or SOC 2, Type II report. Contractor shall also cause its subcontractors who perform key internal controls to submit to certain independent audits. OGB will not rephrase the requirements set forth in Sample Contract Section 19, Independent Assurances.
11	Section XVIII Recommended Clinicals tab, please define Per Plan Participant Per Month Cost. Should this be considered all members?	Yes. Per the provided RFP definition: Plan Participant(s) – individuals who are entitled to Covered Benefits through OGB as identified in the eligibility data file prepared, maintained and as determined by OGB, and delivered to the Contractor. This is distinguished from Primary Plan Participant(s) – the Plan Participant whose relationship with OGB or the employee/Primary Plan retiree governs the coverage under the Plan.
12	Please clarify that OGB requires both an Implementation credit, which can be used to offset the fees and expenses of a third party pre/post-implementation audit, and a Pre/Post Implementation audit credit. Could the implementation credit be provided to offset the costs of these audits and exclude the additional pre/post-implementation audit credit?	RFP Attachment XVI: Credits & Allowances requests for market best practices and requested credit uses. Proposers should indicate what the credits may be utilized for.
13	Please clarify that OGB requires both an Administrative fund, which can be used to offset the fees and expenses of a third party reviews/audits, and both ongoing Pharmacy Claims Audit and Rebate Audit credits. Could the Administrative fund be provided to offset the costs of audits and exclude the additional claims and rebate audit credits?	RFP Attachment XVI: Credits & Allowances requests for market best practices and requested credit uses. Proposers should indicate what the credits may be utilized for.

14	Section 2.2 Scope of Work Implementation, please clarify the timeline for EGWP ID card production and shipment. Does the timeline start upon CMS approval of eligibility? Please confirm if EGWP ID card production and shipment is required within 4 calendar days instead of business days.	The EGWP ID cards should be issued upon CMS approval. EGWP ID card production and shipment is required within four (4) business days. See Amendment to RFP, 2.4 Performance Guarantees below.
15	Section 2.2 Scope of Work Implementation, please confirm if commercial ID card production and shipment is required within 4 calendar days instead of business days.	Contractor is not required to provide commercial plan identification cards ("ID Cards").
16	Data Use Agreement Form. We have submitted our signed Data Use Agreement form and are awaiting claims data from OGB. If we have datarelated issues or questions needing clarification, please confirm we can still submit these to OGB after the formal deadline for bidder questions.	No. OGB will not accept written inquiries after the specified deadline listed in Section 1.6 Schedule of Events in the RFP.
17	General. On OGB's website, the OGB formulary calls out Tier 4, 5, and 6 drugs. Can you please provide copies of the current Commercial and EGWP formularies via an Excel file with formulary indicator and tiers? Alternatively, please provide details on what each tier represents or provide a crosswalk file.	Copies of the current Commercial and EGWP formularies via an Excel file with formulary indicator and tiers cannot be provided to prospective proposers. The detailed formulary with formulary indicator and tiers is information that is considered proprietary and confidential.
18	General. Will OGB be providing details on excluded drug classes or should bidders define drugs that are to be included as standard exclusions?	Per Attachment V: Current Pharmacy Drug Plan Benefit Design- Current exclusions are Nasal Steroids, Proton Pump Inhibitors, OTCs, Cosmetics, Fertility, Vitamins, weight loss drugs, Insulin pumps, pump supplies, continuous glucose monitors, and bulk chemicals. Proposers should clearly identify any formulary exclusions outside of OGB's requested plan
		design exclusions.
19	Technical Questionnaire. D2. The RFP Questionnaire asks if bidders will provide OGB with a dedicated customer service unit. To size out the volume for the call center team and the custom performance guarantees being requested, please provide the unadjusted number of mail-order prescriptions and retail prescriptions dispensed annually for the commercial and EGWP plans (please break out separately by line of business). Please also provide the number of calls for each plan during 2019.	In 2019 for commercial members, there were 8,351 approved mail order prescriptions and 2,513,795 approved retail prescriptions. In 2019 for EGWP members, there were 8,135 approved mail order prescriptions and 1,412,101 approved retail prescriptions. In 2019, there were 17,627 commercial member calls and 23,754 EGWP member calls.

		In 2019, there were 14,543 commercial pharmacy calls and 9,497 EGWP pharmacy calls.
20	Technical Questionnaire. F21. This question asks bidders to confirm HIV/AIDS medications are not included on the specialty list and that they would be subject to standard retail network and mail order pricing. Please confirm this is your preferred approach, as this will impact our ability to offer the requested Specialty Adherence Rate performance guarantees for HIV/AIDS therapies.	Correct. OGB is requesting that for performance guarantee purposes the HIV/AIDs medications be included in the retail and mail order pricing.
21	Technical Questionnaire, Q9.n. This requests onsite audits of 20% or more of retail pharmacies on a quarterly basis. This is significantly more extensive than the Performance Guarantee of 3% of pharmacies with greater than 150 OGB prescriptions on a quarterly basis. Will points be deducted for less than 20% of pharmacies audited onsite each quarter? If that is the intent of OGB, would the measurement be limited to those pharmacies in which OGB members actually purchased a minimum number of prescriptions?	RFP Attachment III: Technical Questionnaire Q9n is based on the Proposer's book of business. The performance guarantee is specific to OGB's utilization and would most likely be a subset of the 20% noted in this question.
22	XIII Cost Proposal Template The rebate guarantees in the Excel file tab "XIII Cost Proposal Template" include a row for "Minimum annual rebate guarantee per specialty claim" and "Minimum annual rebate guarantee per retail specialty network claim". Please confirm that the "Minimum annual rebate guarantee per specialty claim" is meant to be for specialty claims filled through the PBM owned specialty pharmacy only and all other specialty claims should be included in the "Minimum annual rebate guarantee per retail specialty network claim".	Correct. The "Minimum annual rebate guarantee per specialty claim" would be "Minimum annual rebate guarantee per PBM Owned specialty pharmacy".
23	XIII Cost Proposal Questionnaire Item D3 on the Excel file tab "XIII Cost Proposal Template" asks to "Confirm that Dispense as Written ("DAW") claims will be included in the Generic guarantee reconciliation." Note that all claims have a DAW code; many are "DAW 0" indicating that there is no selection indicated (by submitting provider). We request that a clarification be issued to indicate that Multi-source Brand (MSB) claims with DAW codes of 3, 4, 5, and 6 subject to MAC be included as Generic. All other DAW codes	Updated language to XIII: Cost Proposal Questionnaire Item D3 listed below: OGB wishes to obtain the cleanest definition of Brand and Generic Drugs possible, without the common exclusions of certain products from generic guarantees (i.e. single source generics), or reclassifications of generic drugs to Brand drugs. As such, the following definitions will apply: A Brand Drug will be defined as i) a prescription drug that is protected by a patent, supplied by one company and marketed under the manufacturer's brand name or ii) a multisource brand product which was once a Brand

	should be classified as Brand or Generic based on product designation at adjudication.	product as defined in i) and is being marketed post patent expiration by the original manufacturer and is subject to generic competition. For the avoidance of doubt, "Authorized Generics" should not be counted as brands. A Generic Drug will be defined as any drug that is not a Brand. Confirm that Dispense As Written ("DAW") claims will be included in the Generic guarantee reconciliation excluding DAW 0.
24	XIII Cost Proposal Questionnaire Item A6 on the Excel file tab XIII Cost Proposal Questionnaire indicates that "X% will be a pass through of Proposer's most aggressive retail pharmacy contract rate with each pharmacy." Please confirm that the X% is pass through of the retail pharmacy contract rate for the network being proposed. There may be more aggressive retail contracted rates within other narrower networks maintained by the PBM.	Confirmed, the X% is the pass-through of the rates for the proposed/implemented network.
25	Sample Contract. 3 Administrative Requirements, Section 3.7 states that "All financial guarantees must be reconciled annually and any shortfalls owed to OGB shall be paid within one hundred twenty (120) days after the end of the Measurement Period." However, under "Operational Activities" on Page 48, it is shown that "Reconciliation and Payment of Financial Guarantees" should occur "Within ninety (90) days following the end of each quarter." Please confirm that the financial guarantees are annual guarantees that should be reconciled and paid within 120 days from the end of each annual period.	Financial guarantees will be measured and reported on a quarterly basis. Per page 48, "Reconciliation and Payment of Financial Guarantees," payment for the quarterly reconciliation of financial guarantees must occur within ninety (90) days following the end of each quarter. In addition to the quarterly reconciliations, all financial guarantees will be reconciled annually, per Section 3.7 of the Sample Contract. Any payment of shortfalls following the annual reconciliation shall be paid within one hundred twenty (120) days after the end of the Measurement Period.
26	Section 1.9, F. Proposed Staff Qualifications. Please clarify which of the client service roles are required to be dedicated solely to supporting the State, meaning that those individuals would not work with any other client. Section F. asks for "the dedicated Account Management Team; roles noted here include the Account Executive, Implementation Manager, Employer Group Waiver Plan (EGWP)/Retiree Manager, Operational Account Manager, Clinical Program Manager, Clinical Pharmacy Manager, Financial Analyst, Data and Analytics Lead, Privacy Officer, and Customer Service Manager." In Task	The Account Executive must be solely dedicated to OGB. The Operational Account Manager must also be solely dedicated to OGB. The Operational Account Manager is a distinct role from Account Executive. Proposer's Account Management Team must have both Account Executive and Operational Account Manager as defined in RFP Section 1.5 Definitions.

2: General Support Services the Scope of Services section of the RFP requests bidders to "Provide a dedicated Account Executive <u>and/or</u> Operational Account Manager". Please clarify what OGB requires, and also what OGB prefers, regarding service support.

The Account Executive and/or Operational Account Manager will provide day-to-day management of project tasks and activities, coordination of Proposer's employees, and possess the technical and functional knowledge to direct all aspects of the project.

The Account Executive role includes, but is not limited to, the following: tracking OGB's metrics in order to meet standards, contract terms, and goals; providing consulting leadership to OGB; working with OGB to maintain an efficient pharmacy benefit management program; and, responsible for successful service performance.

The Operational Account Manager role includes, but is not limited to, the following: handling day-to-day resolution of operational issues and questions; reaching out to PBM's internal resources to resolve issues; tracking services for weekly calls and meeting minutes; ensuring timely completion or projects; and escalating appropriate issues to account executive any necessary parties within the account management team.

27 Section 1.9, F. Proposed Staff Qualifications. The Account Management Team includes a dedicated Privacy Officer. Bidder's Privacy Officer is a corporate-level position, supporting compliance at the organization level. Please confirm that the State does not intend for the Privacy Officer to support OGB in a 100% dedicated role. Additionally, please confirm that client references are not applicable for the Privacy Officer.

OGB does not require the Proposer's privacy officer to be solely dedicated to OGB. However, the privacy officer assigned to the Account Management Team should meet the other requirements as detailed in the RFP.

28	Section 1.38. Preferred Client in the	Yes. See the updated language below:
	Administrative and General Information requires bidder to offer to OGB yearly savings opportunities offered to any other clients in bidder's book of business. Will OGB consider modifying this request to apply to similar clients with similar benefits as OGB? For example, each client's rebate guarantees are based on that client's actual utilization drug mix, and some clients utilize narrower networks with preferred pricing opportunities. As Section 1.37 appropriately positions OGB's Market Check for "groups with comparable plan design, membership and utilization patterns as OGB, to the extent possible," we request that the Preferred Client designation be similarly positioned.	1.38 Preferred Client If you are awarded the Contract, you agree that OGB will be recognized as a preferred client relationship and will benefit from yearly pricing improvements provided to any other clients in your "book of business" with similar size and plan designs. Essentially, if another client or clients have been offered better pricing than you are offering to OGB in any given year, OGB should not be locked into the less advantageous pricing arrangements and should receive the benefit of any enhancements as well.
29	Section 1.42 – Records. It appears that the State intends that any and all records, including those sent to the PBM by the State, as well as those created by the PBM during the contract as a result of business operations, are under the ownership of the State. Please clarify what "records" this applies to specifically. Would these include any records/data created during the contract as a result of standard day-to-day operations? Please confirm that data/records that are proprietary to the PBM, including data that has been anonymized/deidentified, will be excluded from this requirement and that each party will retain all right, title, and interest in its data, which is considered confidential and proprietary information.	All information/data that is proprietary will be treated as such. The contractor's proprietary data will remain their proprietary data; records containing that data that are produced as a result of or in relation to the Contract will be property of the State and maintained in accordance with all applicable laws and Attachment VII, Records Retention Schedule.
30	Section 1.51. Performance Bond. Please clarify the "annual contracted fees" requirement as relating to administrative fees paid or total claims paid.	"Annual contracted fees" can be considered to refer to the annualized administrative fees the Contractor is to set forth in RFP Attachment XIII: Cost Proposal Template. If the administrative fees that are established in the final contract differ from those that are provided in RFP Attachment XIII: Cost Proposal Template, the performance bond shall be calculated using the administrative fees established in the final contract.

31	Section 2.2, Task 3: Pharmacy Benefit Manager Services, Page 42, notes "Any funds received applicable to Plan Participants in Medicare Part D will be remitted to OGB within ten (10) business days of receipt from CMS and the appropriate files will be provided for purposes of reconciliation." Please clarify what funds this requirement applies to. Does the State mean Direct Subsidy that is paid based on enrollment in the EGWP plan?	RFP Section 2.2, Task (3): Pharmacy Benefit Manager Services page 42, provides the following: Comprehensive management of the EGWP, including the ability to maintain benefits for OGB retirees who are awaiting EGWP approval by CMS with 100% adherence to all CMS guidelines. Any funds received applicable to Plan Participants in Medicare Part D will be remitted to OGB within ten (10) business days of receipt from CMS and the appropriate files will be provided for purposes of reconciliation.
		The above referenced Scope of Service refers to any dollar(s) that are received and/or collected on behalf of OGB (direct subsidies, coverage gap, and reinsurance).
32	Section 2.4. Performance Guarantees. Both Commercial and EGWP Performance Guarantees request Average Speed to Answer guarantees; however, the measurements are requested to be 100%. Please confirm bidders can propose an "average" Average Speed to Answer, "within an average of 20 seconds." If the standard must be 100% instead of an average, please consider increasing the threshold of 20 seconds.	OGB will not consider increasing the threshold of twenty (20) seconds for Average Speed to Answer.
33	Section 2.4. EGWP Performance Guarantee section, Page 55, requests that EGWP ID cards be mailed within 4 days of receipt of a claim file. CMS requirements do not allow EGWP ID cards to be triggered from an enrollment file; rather, they require that they are triggered within 10 days of CMS's acceptance. Please confirm this performance guarantee should align with CMS requirements, so that bidders may comply with the request while keeping OGB CMS compliant.	The EGWP ID cards should be issued upon CMS approval. EGWP ID card production and shipment is required within four (4) business days. See Amendment to RFP, 2.4 Performance Guarantees below.

34	Attachment V: Current Pharmacy Drug Plan Benefit Design, Pages 94-95, the RFP states that there are rules in place on the EGWP benefit that are driven by member specific requirements, such as age (e.g., aspirin, Sodium Fluoride). While these types of rules are allowable in ACA plans, they are not compliant in Medicare Part D EGWP. Please clarify this plan design aspect to confirm that there are no age-driven benefit requirements outside of Medicare eligibility so that bidders may comply while keeping OGB CMS compliant.	Medicare does not require coverage of these types of products (e.g., aspirin, folic acid, etc.) so it is acceptable for OGB to cover these with age restrictions.
35	Attachment XIV: EGWP - UM (Utilization Management) Analysis and Attachment XIV: The table indicates in columns starting with F, to use the drop down boxes, whether the utilization management type is included in your proposal. The Excel tabs referenced do not have drop down boxes. Should bidders manually indicate Yes/No for these areas?	RFP Attachment XVII: Utilization Management has been updated to include Utilization Management details that will need to be responded by each organization and was revised with the claims detail.
36	Can OGB please elaborate on how points for engaging Veterans-Certified and Hudson-Certified vendors will be allocated (see Section 1.9(G) on page 13 and Section 3.1 on page 57)? For instance, if the bidder is not such an enterprise, but was to engage one Veterans-Certified enterprise to perform services equal to 2% of the total administrative fees paid to bidder annually (not including benefit claim costs), how many points of the 120 available would OGB likely	The Proposer must be a certified Veterans Initiative small entrepreneurship in order to receive points equal to 12% (120 points) of the total evaluation points in this RFP. If Proposer is a certified Veterans Initiative small entrepreneurship, Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.
	apply to such a bidder's proposal?	If proposer is not certified, but has engaged one or more LaVet certified small entrepreneurships to participate as subcontractors, proposer shall provide the participation and anticipated dollar value of the subcontract, as requested in the chart in RFP Section 1.9 (G) in order to obtain any applicable Hudson/Veteran initiative points. If the Proposer demonstrates its intent to use certified entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
		See amendment to RFP Section 1.9 (G) Veteran- Owned and Service-Connected Disabled

37	RFP Section 1.51 (Performance Bond) indicates the amount of the required performance bond may vary. So that bidders may appropriate calculate the cost of providing such bond, will OGB please confirm the required amount of the bond? Also, does OGB have a preferred form of bond, and, if so, can a specimen be provided?	Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation. OGB cannot confirm the amount of the performance bond for the prospective Contractor until such time as the contract has been awarded. The performance bond amount is based on the annualized administrative fees to be paid to the contractor by OGB, to be established by the final contract that will be the end-result of this RFP process. The performance bond form must be reasonably agreeable to OGB.
38	Section 24 of the Sample Contract specifies that no major delegation of functions involving PHI may be sourced "outside of the territorial and jurisdictional limits of the fifty (50) United States of America". Since CMS requires making EGWP services available to plan members in U.S. territories, and most commercial clients request this as well, please confirm that this section does not prohibit transmitting PHI to retail pharmacies in U.S. territories to adjudicate individual claims, as required.	This section does not prohibit the transmission of PHI to retail pharmacies in the United States of America or U.S. territories to adjudicate individual claims as required to comply with the contract and applicable law.
39	RFP Section 1.38, on page 34, requires that OGB benefit from yearly pricing improvements made to other clients of bidder. The pricing terms offered to a client are obviously based on a number of factors, including the size of the client, the plan design adopted, the drug utilization patterns of the members and other similar relevant factors. Please confirm that Section 1.38 will be satisfied if Bidder offers pricing improvements to OGB based on aggregate pricing offers made to clients of similar size of OGB, with similar plan designs, pharmacy network selection, Plan Participant drug utilization patterns, etc.	Yes. See Response to Question 28. The updated language is below: 1.38 Preferred Client If you are awarded the Contract, you agree that OGB will be recognized as a preferred client relationship and will benefit from yearly pricing improvements provided to any other clients in your "book of business" with similar size and plan designs. Essentially, if another client or clients have been offered better pricing than you are offering to OGB in any given year, OGB should not be locked into the less advantageous pricing arrangements and should receive the benefit of any enhancements as well.
40	RFP Attachment VI, Certification Statement, contains representations that the Proposer accepts/complies with mandatory RFP requirements and mandatory Contract terms and conditions. Bidder understands from the definition of "mandatory" in the RFP which these terms are. Additionally, Bidder understands that OGB is not obligated to agree to any exceptions to the Contract terms that a bidder may request	RFP Section 1.30: Contract Award and Execution provides that each selected Proposer shall be expected to enter into a Contract that is substantially the same as Attachment I, Sample Contract. The proposer should submit with its Proposal any exceptions to the contract or exact contract deviations that it wishes to negotiate.

	pursuant to the instructions in Section 1.30 of the RFP. Can OGB confirm that the certifications made in Attachment VI will be subject to any exceptions a bidder may request in accordance with the RFP instructions (i.e., the certification of compliance with mandatory terms and conditions will be made consistent with any exceptions requested by a bidder)?	A Proposer may request exceptions to the sample contract and still sign the Certification Statement, provided that Proposer states on the Certification Statement that Proposer is signing subject to the requested exceptions to the sample contract. All other mandatories in the Certification Statement must be accepted by the Proposer.
41	In Section III of the OGBPBMRF-Excel Portion document, Requirement A12 requires a full claims file feed to "all vendors". Please specify how many vendors OGB is expecting to utilize during the contract term.	Vendors will include, but are not limited to, the Pharmacy Benefit Manager, Self-Funded Administrative Services Only, and Flexible Spending Arrangement and COBRA contractors.
42	In Scope of Services Section 2.2 – Tasks and Services, Task (1) bullet points 6 and 7 refer to OGB current file format. Can OGB provide the current file formats for these Tasks?	See the amendment to RFP below, adding Attachment XIX: PBM CLAIMS LAYOUT. Contractor will be required to comply with RFP Section 2.5 Technical Requirements regarding file formats.
43	In Scope of Services Section 2.2 – Tasks and Services, Task (2) bullet point 12 includes providing knowledgeable staff to attend statewide annual/special enrollments and other informational meetings, what is the anticipated number of meetings to be held annually?	OGB holds a total of thirty-six (36) meetings during the annual enrollment period. There are two (2) meetings per day. The first day is Active and Non-Medicare Retirees. The second day is Medicare Retirees.
44	In Scope of Services Section 2.2 – Tasks and	These meetings must be staffed by an employee of the Contractor who is well versed in the details of the OGB plan. Subcontractors are not acceptable for this task and will not be approved. In 2019, there were 17,627 commercial member
44	Services, Task (2) bullet point 19: What is the member call volume?	calls and 23,754 EGWP member calls.
45	In Scope of Services Section 2.2 – Tasks and Services, Task (2) bullet point 19: What is the Pharmacy call volume?	In 2019, there were 14, 543 commercial pharmacy calls and 9,497 EGWP pharmacy calls.
46	Page 14. Section G. Veteran Initiative and Hudson Initiative Programs – Will OGB allow a Hudson/Veterans Initiative subcontractor to support other employers in	A Proposer's Hudson/Veteran Initiative subcontractor(s) is not required to be dedicated solely to OGB's selected contractor.
	Louisiana? Also, could the anticipated value of the contract be left blank or perhaps be a dollar range since it is unknown to non-incumbent bidders what the specific needs or services are needed at this time?	The participation and anticipated dollar value of the LaVet or Hudson certified small entrepreneurship subcontractor(s) and contract(s) must be provided as part of the proposal, for proposer to receive any of the applicable Hudson/Veterans initiative points.
		See the amendment to RFP Section 1.9(G) Veteran-Owned and Service Connected Disabled

		Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation See the amendment to RFP Section 1.9(G) Veteran-Owned and Service Connected Disabled Veteran-Owned Small Entrepreneurships
		(Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.
47	In OGBPBMRF-ExcelPortionFinal Technical questionnaire B2: Please describe the difference between a Clinical Program Manager and Clinical Pharmacy Manager.	The role of clinical program manager and clinical pharmacy manager are distinct roles. The Clinical Pharmacy Manager must be a resident of Louisiana. The Clinical Pharmacy Manager serves as the Account Management Team's clinical lead that is available to provide day-to-day services, as necessary.
		The Clinical Program Manager provides oversight to the Clinical Pharmacy Manager. The Clinical Program Manager also provides clinical guidance and management support.
48	Please provide the number of prior authorizations (Clinical and administrative) broken out by line of business for CY 2019.	For 2019, there were 16,349 clinical and administrative prior authorizations for commercial members.
		For 2019, there were 28,089 clinical prior authorizations for EGWP members. Please note there are no administrative prior authorizations for EGWP.
49	Page 18 - Please confirm that the all-inclusive clinical administrative fee should be solely based on the current clinical programs (Attachment XIV).	Yes. The all-inclusive total Commercial and EGWP Clinical Management Fees must include all the services set forth in Attachment XIV, to equate with the programs currently in place.
50	In Section 2.3 Deliverables, Performance Guarantee Report states "A detailed comprehensive monthly report including metrics for the performance guarantees set forth in the Contract. Within thirty (30) calendar days after close of each month and calendar year". However, Section 3.6 Performance Guarantees states "All guarantees must be reconciled annually and reported to OGB within sixty (60) days after the close of the period being measured." This seems to contradict the 30 calendar days after the close of each month. Can you please clarify whether reporting is due 30 calendar days or 60 calendar days following the end of the reporting period?	The Performance Guarantee deliverable report is due within sixty (60) calendar days after the close of each month and calendar year. See the amendment to RFP Section 2.3, Deliverables.

51	In the excel document OGBPBMRF- ExcelPortionFinal XVII EGWP UM and XVII	See Response to Question 35.
	Commercial UM, the instructions state to use drop	RFP Attachment XVII: Utilization Management
	down boxes and provide responses in Column F,	has been updated to include Utilization
	however there is nothing listed in Columns B – E	Management details that will need to be
	to respond to and there are not drop down boxes in	responded by each organization and was released
	Column F. Can OGB please further clarify these	with the claims detail.
50	instructions?	TI + + 1 1 CC 11 1 FCVVP
52	Could the State please provide the breakdown of	The total number of Commercial and EGWP
	Commercial and EGWP lives.	lives are as follows:
		ECWD 1' 46 000
		EGWP lives 46,000
		Commercial lives 177,183
53	In the Spreadsheet Attachment, XVII Commercial	See Response to Questions 35 and 51.
	and EGWP UM tabs, Columns B-E are empty. Is	
	there supposed to be content in there? Also, the	RFP Attachment XVII: Utilization Management
	instructions refer to dropdown boxes for Column	has been updated to include Utilization
	F, however there are no dropdown boxes provided.	Management details that will need to be
	Could the State please provide an update	responded by each organization and was released
	spreadsheet with dropdown boxes or instructions	with the claims detail.
	on how to populate?	
54	Can you please describe the participants of the	The members in the Magnolia Local Plan are
	Magnolia Local narrow network?	limited to access to a narrow network with
		limited providers. Out-of-network care is
55	Please provide a list of OTC drugs that are not	covered in emergencies only. All drugs flagged with OTC indication through
33	covered by the Plan.	First Data Bank are excluded from coverage by
	overed by the Frank	the plan, as well as products with OTC
		equivalents.
56	Page 16, Section 1.9.G.A.ii, of the RFP states that	See the amendment to RFP Section 1.9(G)
	the estimated value of the RFP is One Billion	Veteran-Owned and Service Connected Disabled
	Dollars (\$1,000,000,000). Can the State please	Veteran-Owned Small Entrepreneurships
	confirm that the estimated value of the contract	(Veteran Initiative) and Louisiana Initiative for
	will not be used to determine the Diversity	Small Entrepreneurships (Hudson Initiative)
	Supplier participation amount, but that only the	Programs Participation.
	portion of the contract value associated with	
	administrative fees for services provided will be	The formula for the Hudson/Veterans
	used. This is an important distinction due to the	subcontractor calculation is: (A/B)*C=D where
	fact that the vast majority of the contract value	A = the eligible subcontractor work; B = the
	includes the cost of the medications which is a	estimated value of the three year PBM contract
	pass-through expense for vendors. Further, due to	administrative fees; C = the number of
	Louisiana's own requirements for the Veteran and	Hudson/Veterans reserved points; and D = points
	Hudson Initiatives, any meaningful participation as a percentage of the total contract amount instead	earned.
	of the administrative fee component would	For purposes of this calculation only, the three
	immediately graduate from the program any	year PBM contract administrative fees used in the
	participant due to the revenue size restrictions	formula is Twenty-Four Million Dollars
	placed on participants in the program.	1000000000000000000000000000000000000
	Process on barnerbarnes in the brogram.	awarded contract value and is for the
		The state of the s

57	Please confirm if there is a percentage target goal each proposer should meet in order to qualify for the 12% evaluation points?	Hudson/Veterans subcontractor score calculation purposes only. OGB is confirming that the resulting contract administrative fees will be used for purposes of calculating Veteran Hudson contract participation. No, there is no target goal. The Proposer must be a certified Veterans Initiative small entrepreneurship in order to receive points equal to 12% (120 points) of the total evaluation points in this RFP. If Proposer is a certified Veterans Initiative small entrepreneurship, Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.
58	Please confirm the reporting requirements for Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation. Is the requirement monthly, quarterly or annually?	On an annual basis, during the term of the Contract the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each. The Contractor is also required to provide such reporting at the expiration of the contract.
59	In order to correct this inconsistency within the proposal, is OGB agreeable to making the following edits to the proposal: 1) Section 2.3 Performance Guarantee Report "Description" changed to "A detailed comprehensive quarterly report including metrics for the performance guarantees set forth in the Contract" and 2) Section 2.3 Performance Guarantee Report "Frequency of Submission" changed to "Within forty-five (45) calendar days after close of each calendar quarter and calendar year".	No. OGB will not rephrase the description of Section 2.3 Performance Guarantee. The Frequency of Submission in RFP Section 2.3 has been amended. See amendment to Section 2.3 Performance Guarantee. All guarantees must be reconciled annually and reported to OGB within sixty (60) days after the close of the period being measured and any penalties owed to OGB shall be paid within forty-five (45) days after reported reconciliation.
60	Attachment I, Sample Contract Section 3.5 Performance Bond/RFP Section 1.51 Performance Bond: please confirm whether the intended bond amount should be for administrative fees in reference to, "annual contracted fees"?	See Response to Question 30. "Annual contracted fees" can be considered to refer to the annualized administrative fees the Contractor is to set forth in RFP Attachment XIII: Cost Proposal Template. If the administrative fees that are established in the final contract differ from those that are provided in RFP Attachment XIII: Cost Proposal Template, the performance bond shall be calculated using the administrative fees established in the final contract.

61	Attachment I, Sample Contract Section 3.6 Performance Guarantees/RFP Section 2.4: Consistent with State-Vendor reference to negotiated performance standards, will the State agree that the reference to a modification to a Performance Guarantee is a reference to the ability to reallocate amounts at risk?	OGB will not rephrase this provision to limit the modification of Performance Guarantee to only refer to the ability to reallocate amounts at risk		
62	Attachment I, Sample Contract Section 4.2 Termination for Convenience/RFP Section 1.36.1: Vendor respects the State's unilateral rights to termination for convenience, however, would the state afford Vendors the very limited right and opportunity to suspend its performance in the unlikely event that the State defaults for nonpayment?	No. OGB will not rephrase this section of Attachment I, Sample Contract.		
63	Attachment I, Sample Contract Section 5 Indemnification and Defense/RFP Section 1.34: While Vendors should take full responsibility for any wrongful action by it; however, it's liability should be limited to the extent it is responsible; will the State consider excluding indemnified claims for unaffiliated network pharmacies and drug manufacturers, where Vendor's have no control or oversight of these third-party actors?	No. OGB will not rephrase this section of Attachment I, Sample Contract.		
64	Attachment I, Sample Contract Section 10.1 Records/RFP Section 1.42: Because return or destruction of records may be impractical, Vendor proposes that the following be added to Section 10.1 (Record Retention): Where return or destruction of records is not practical, such records will remain subject to the terms of this Agreement. Also, will the state recognize the Vendor's right to maintain ownership in its operational records?	OGB will not rephrase this section of RFP Attachment I, Sample Contract.		
65	For Attachment I, Sample Contract Section 10.2 Contractor's Cooperation, Vendor makes note that additional fees may apply in order for Vendor to fully cooperate with OGB and provide any and all requested information, documentation, etc. as requested by OGB.	Contractor shall provide information and documentation as contemplated under 10.2 without additional charge.		
66	Attachment II Business Associate Addendum, Section 5/Attachment I, Sample Contract Section 12.1 Security/Duties to Monitor and Report Security Events/Attachment IV Data Use Agreement for Limited Data Set: Would the state consider adding clarifying language that, to the extent probes and reconnaissance scans common to the industry constitute Security Incidents, the Business Associate Agreement, Agreement and/or Data Use Agreement constitute notice by Business Associate/Contractor of the ongoing existence and	OGB maintains confidentiality as set forth in the RFP as well as in accordance with the Public Records Law of Louisiana and any other applicable law. Please reference RFP Attachment IV: Data Use Agreement for Limited Data Set, page 90: "The Recipient shall implement and maintain safeguards and monitoring plans to detect unauthorized access to or use of confidential information and any attempts to gain		

	occurrence of such Security Incidents for which no additional notice to the Covered Entity shall be required. Probes and scans include, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, and unsuccessful log-on attempts, as long as such Probes and reconnaissance scans do not result in unauthorized access, use or disclosure of PHI? Further, if such unauthorized access occurred, would the State consider that Vendors may require more than 48 hours to investigate and report such event but will provide notice with the upmost immediacy? Lastly, will the State afford Vendors that follow their own robust information security policy that either meet and or exceed the State's current and published Information Security Policy to be in compliance with the such policy?	unauthorized access to confidential information. The Recipient and its subcontractors and/or vendors shall provide OGB with immediate notification (not more than forty-eight (48) hours) of the Recipient's awareness of any Security Event, as defined in the Information Security Policy ("Security Event"), involving confidential information related to the RFP or resulting 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 forty-eight (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. Per the State of Louisiana, Office of Technology Support, Information Security Policy: Security Event - An observable event, or collection of events, that may indicate a potential incident and shall be reviewed or investigated and may or may not be required for promotion to an Incident. The vendor must agree to meet or exceed OTS Information Security Policy must be referenced. The successful Proposer shall be expected to enter into a Contract that is substantially the same as Attachment I, Sample Contract. The Proposer should submit with its Proposal any exceptions or exact contract deviations it wishes to negotiate.
67	For Attachment I, Sample Contract Section 12 Confidentiality of Data, Vendor requests that OGB also maintain the confidentiality of Vendor's confidential information, subject to applicable law.	OGB maintains confidentiality as set forth in the RFP as well as in accordance with the Public Records Law of Louisiana and any other applicable law.
68	Attachment I, Sample Contract Section 13 Subcontractors/RFP Section 1.25: Would the State	The term subcontractor denotes a third party entity that the contractor enters into a subcontract

	confirm that the term "subcontractor" is one specifically engage to provides services to the State as more specifically provided in Attachment I, Sample Contract Section 1.8/RFP Section 1.9.G?	with for the performance of any part of the Contractor's duties and obligations, with the express prior written approval of the OGB CEO or his/her designee. RFP Section 1.9 (G) provides additional
		requirements for subcontractor(s) that are Certified Veteran/Hudson Initiative small entrepreneurships.
69	Attachment I, Sample Contract Section 15 Insurance, Vendor considers its policies to be proprietary, and Vendor requests removing the second sentence allowing for the OGB to request	OGB will consider removing the second sentence in Section 15, subject to Proposer's denotation that their policy is proprietary.
	copies of our policies. Vendor also request that "or reduction in coverage" be removed from the last sentence. Vendor will provide OGB prior written notice of any cancellation for any such	OGB will not accept Proposer's request that "or reduction in coverage" be removed from the last sentence.
	insurance, but will not notify OGB of each claim brought against a policy. Additionally, for Section 15, subpart "Commercial General Liability Insurance," for clarification purposes, Vendor requests references to "occurrence" be modified to "claim" due to Vendor's policy restraints.	OGB will not rephrase Section 15, subpart "Commercial General Liability Insurance" requirements. The insurance requirements do not allow for a Claims-Made policy for commercial general liability insurance.
70	Attachment I, Sample Contract Section 19, Independent Assurances, will the State accept Vendor providing the SOC Type I report upon request by OGB. As such, Vendor requests adding "upon request" to the beginning of the last sentence of the first paragraph. Additionally, Vendor requests inserting "or longer if required" after "within three (3) months" in the third paragraph of this Section. Depending on the type of finding, it may take a Vendor longer to implement and retest than the prescribed 3 months.	The Contractor shall provide their SOC 1, Type II and/or SOC 2, Type 2, Type II. Contractor shall also cause its subcontractors who perform key internal controls to submit to certain independent audits. OGB will not rephrase the requirements set forth in Sample Contract Section 19, Independent Assurances.
71	Attachment I, Sample Contract Section 24 Business Associate Addendum/RFP Section 1.13: Will the state afford Vendors with employees around the world that follow the Vendor's universally robust policies and procedures to provide indirect services (administrative, overhead services, or services that are incidental to the performance of the resulting Contract, including but not limited to IT infrastructure, troubleshooting, and support, where such offshore services are performed by badged employees) with the understanding that no State PHI will be stored outside the US?	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. The 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.
72	Attachment I, Sample Contract Section 26 Continuing Obligations: Will the State clarify the need to have continuous insurance, reporting, and	Contractor may update insurance policy only after their obligation has been satisfied or they have been released.

		T
	performance guarantees in perpetuity past the termination of the resulting contract? For example,	
	Vendor may update its insurance policy well after	
	the performance of the contract is complete and	
	the contract is no longer active.	
73	Attachment II Business Associate Addendum,	No. OGB will not rephrase this Section of the
	Section 3 Use and Disclosures of PHI, Subsection	Business Associate Addendum.
	(B) "suspected breaches": Would the State	
	consider limiting to actual breaches of the BAA?	
74	Attachment II Business Associate Addendum,	No. OGB will not remove the last sentence of this
	Section 3 Use and Disclosures of PHI, Subsection	section.
	(C): Would the State consider this BAA to be such	
	a request and remove the last sentence?	
75	Attachment II Business Associate Addendum,	This information is not available.
	Section 13 Availability of Books and Records:	
	Would the state consider providing a copy of the	Contractor, as Business Associate, will have to
	materials provided to the Secretary as the audit	agree to make its internal practices, books, and
	provisions of the Agreement would provide for	records relating to the use and disclosure of PHI
	access to ensure compliance?	received from, or created or received by Business
		Associate on behalf of, OGB available to the
		Secretary for purposes of determining OGB's compliance with HIPAA.
76	Attachment II Business Associate Addendum,	No. The state will not rephrase this section of
70	Section 14 Effect of Termination of Agreement:	the Business Associate Addendum.
	Would the state consider adding, "if feasible" to	the Business Associate Addendum.
	the end of this sentence if the Business Associate	
	agrees to protect the PHI as in accordance with the	
	BAA?	
77	Attachment II Business Associate Addendum,	No. The state will not rephrase this section of
	Section 15 Breach of Contract by Business	the Business Associate Addendum.
	Associate: Would the state agree to always allow	
	a chance for the Business Associate to cure such a	
	material breach prior to termination and allow for	
	immediate termination if the parties agree a cure is	
	not possible?	
78	Attachment II Business Associate Addendum,	No. OGB will not rephrase this section of the
	Section 16 Indemnification: Would the State	Business Associate Addendum.
	consider changing the word "violation" to	
70	"material breach"?	N. OCD 11 4 1 41 2 64
79	Attachment II Business Associate Addendum,	No. OGB will not rephrase this section of the
	Section 17 Exclusions for Limitation of Liability:	Business Associate Addendum.
00	Would the State agree to remove this provision?	No OCD will not consider the size the second
80	Attachment II Business Associate Addendum,	No. OGB will not consider changing the word
	Section 18 Injunctive Relief: Would the State	"breach" to "material breach" in the last sentence.
	consider changing the word "breach" to "material breach" in the last sentence?	Semence.
81	Attachment II Business Associate Addendum,	The parties will follow Section 21 as written.
01	Section 21 Changes in the Law: Would the State	The parties will follow section 21 as written.
	consider mutual agreement of such amendments?	

82	Attachment II Business Associate Addendum,	No. OGB will not agree to indemnify the
	Section 22 Judicial and Administrative	Business Associate.
	Proceedings: In the limited event where the	
	Covered Entity controls the BA's response to such	
	PHI disclosure request, would the State agree to	
	indemnify the BA in such instance?	
83	Section 1.9, F. Proposed Staff Qualifications. The	The Customer Service Manager role is a
	Account Management Team includes a dedicated	designated point of contact for OGB to contact
	Customer Service Manager. Please provide	regarding member specific issues. The role does
	additional details on your expectation for the	not need to be solely dedicated to OGB. Note: If
	Customer Service Manager role, as to whether this	OGB is not the only client for the Customer
	primarily relates to client service or member	Service Manager, they must still be readily
	service. If the former, is this a designated point of	available to OGB and answer/return phone calls
	contact that OGB reaches out to for service	timely.
	escalation issues? Is this role dedicated solely to	
	OGB?	

AMENDMENTS TO RFP

Amendment to RFP, 1.9 (G) Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Original Text:

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

Each Proposer should address how it will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVets and SEs respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: https://smallbiz.louisianaeconomicdevelopment.com.

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

During the term of the Contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson

Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFPs requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a Contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letters, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the Contract award or the existing Contract may be terminated.

The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at:

http://www.legis.la.gov/Legis/Law.aspx?d=671504.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: http://www.legis.la.gov/Legis/Law.aspx?d=96265.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: http://www.doa.la.gov/pages/osp/se/secv.aspx.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: https://smallbiz.louisianaeconomicdevelopment.com

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal, can be found here: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm.

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

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposer's evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.

If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.

ii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

The formula for the Hudson/Veterans subcontractor calculation is: (A/B)*C=D where A = the eligible subcontractor work; B = the estimated value of the three year PBM contract; C = the number of Hudson/Veterans reserved points; and D = points earned.

For purposes of this calculation only, the estimated value of the three year PBM contract used in the formula is One Billion Dollars (\$1,000,000,000.00). This is not a guarantee of awarded contract value and is for the Hudson/Veterans subcontractor score calculation purposes only.

iii. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

IF PROPOSER IS A CERTIFIED LA VET OR HUDSON SMALL ENTREPRENEURSHIP, PROPOSER MUST NOTE THIS IN ITS PROPOSAL IN ORDER TO RECEIVE THE FULL AMOUNT OF APPLICABLE RESERVED POINTS.

IF PROPOSER IS NOT CERTIFIED, BUT HAS ENGAGED ONE OR MORE LAVET OR HUDSON CERTIFIED SMALL ENTREPRENEURSHIPS TO PARTICIPATE AS SUBCONTRACTORS, PROPOSER SHALL PROVIDE THE FOLLOWING

INFORMATION IN ORDER TO OBTAIN ANY APPLICABLE HUDSON/VETERAN INITIATIVE POINTS:

LaVet or Hudson certified small entrepreneurship subcontra- amount of each:	ctor participation and the dollar	
Circle which initiative applies: HUDSON INITIATIVE	VETERAN INITIATIVE	
Subcontractor Name:		
Detailed Description of Work to be Performed:		
Anticipated Dollar Value of the subcontract for the three-year	ar Contract term:	
*Note – it is not mandatory to have a Hudson/Veteran Initiative subcontractor. However, it is mandatory to include this information in order to obtain any allotted points when applicable		

If multiple Hudson/Veterans subcontractors will be used, repeat the above-required information for each subcontractor. Additionally, provide a sufficiently detailed description of each subcontractor's work so as to advise if services are duplicative or overlapping, or if services constitute a scope of work distinct from each other subcontractor.

Revised Text:

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

Each Proposer should address how it will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVets and SEs respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: https://smallbiz.louisianaeconomicdevelopment.com.

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

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

In RFPs requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a Contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letters, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the Contract award or the existing Contract may be terminated.

The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at:

http://www.legis.la.gov/Legis/Law.aspx?d=671504.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: http://www.legis.la.gov/Legis/Law.aspx?d=96265.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: http://www.doa.la.gov/pages/osp/se/secv.aspx.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: https://smallbiz.louisianaeconomicdevelopment.com

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal, can be found here:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

https://www.cfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm.

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

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposer's evaluation score as follows:

- B. Proposer Status and Allotment of Reserved Points
- iv. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.

If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.

v. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

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

For purposes of this calculation only, the three year PBM contract administrative fees used in the formula is <u>Twenty-Four Million Dollars</u> (\$24,000,000.00). This is not a guarantee of awarded contract value and is for the Hudson/Veterans subcontractor score calculation purposes only.

vi. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

IF PROPOSER IS A CERTIFIED LA VET OR HUDSON SMALL ENTREPRENEURSHIP, PROPOSER MUST NOTE THIS IN ITS PROPOSAL IN ORDER TO RECEIVE THE FULL AMOUNT OF APPLICABLE RESERVED POINTS.

IF PROPOSER IS NOT CERTIFIED, BUT HAS ENGAGED ONE OR MORE LAVET OR HUDSON CERTIFIED SMALL ENTREPRENEURSHIPS TO PARTICIPATE AS SUBCONTRACTORS, PROPOSER SHALL PROVIDE THE FOLLOWING INFORMATION IN ORDER TO OBTAIN ANY APPLICABLE HUDSON/VETERAN INITIATIVE POINTS:

LaVet or Hudson certified small entrepreneurship subcontractor participation and the dollar amount of each:		
Circle which initiative applies: HUDSON INITIATIVE	VETERAN INITIATIVE	
Subcontractor Name:		
Detailed Description of Work to be Performed:		
Anticipated Dollar Value of the subcontract for the three-year Contract term:		
*Note – it is not mandatory to have a Hudson/Veteran Initiative subcontractor. However, it is mandatory to include this information in order to obtain any allotted points when applicable.		

If multiple Hudson/Veterans subcontractors will be used, repeat the above-required information for each subcontractor. Additionally, provide a sufficiently detailed description of each subcontractor's work so as to advise if services are duplicative or overlapping, or if services constitute a scope of work distinct from each other subcontractor.

AMENDMENTS TO RFP

Amendment to RFP, 2.2 Tasks and Services, Task (1): Implementation

Original Text:

Mail identification cards ("ID Cards") to the homes of newly enrolled EGWP Plan Participants
within four (4) calendar days of receipt of the eligibility. Contractor will be responsible for cost of
reproducing ID Cards and priority mail shipping in the event of Contractor errors and/or initiated
changes.

Revised Text:

Mail identification cards ("ID Cards") to the homes of newly enrolled EGWP Plan Participants
within four (4) <u>business</u> days of receipt of <u>notification of CMS approval</u>. Contractor will be
responsible for cost of reproducing ID Cards and priority mail shipping in the event of Contractor
errors and/or initiated changes.

AMENDMENTS TO RFP

Amendment to RFP, 2.3 Deliverables

Original Text:

Deliverable	Description	Frequency of Submission
Performance Guarantee Report	A detailed comprehensive monthly report including metrics for the performance guarantees set forth in the Contract.	Within thirty (30) calendar days after close of each month and calendar year.

Revised Text:

Deliverable	Description	Frequency of Submission
Performance Guarantee Report	A detailed comprehensive monthly report including metrics for the performance guarantees set forth in the Contract.	Within sixty (60) calendar days after close of each month and calendar year.

AMENDMENTS TO RFP

Amendment to RFP, 2.4 Performance Guarantees

Original Text:

EGWP

Performance Guarantee	Measurement	Agree? Yes or No. (Indicate Y/N)
Plan Participant Identification Card Timeliness	Issue at least 99% of all new Plan Participant identification cards within four (4) business days following receipt of a clean eligibility file.	

Revised Text:

EGWP

Performance Guarantee	Measurement	Agree? Yes or No. (Indicate Y/N)
Plan Participant Identification Card Timeliness	Issue at least 99% of all new Plan Participant identification cards within four (4) business days following receipt of notification of approval from CMS.	

ATTACHMENT XIX: PBM CLAIMS LAYOUT

PBM Claims Layout 3/2/2020 - Version: 2.0.0

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File Description

This is the consolidated claims file. The file format is as a pipe-delimited file. Blank fields should be represented as "||", where the lack of a value between the pipes indicates the absence of data.

This file has multiple record types in the same document. Each line's layout and purpose is determined by the first field.

- 0 the file header record
- 2 a pharmacy detail record
- 4 a claim detail record

Data Formatting Rules

Data Type	Rules	Examples
A/N – Text	Normal text (ASCII character set)	John Doe
		Some Rd, Apt 27.
Date	CCYYMMDD	20200101 (Jan 1, 2020)
Flag	A true or false value, represented as "Yes" or "No". A blank field will be considered to be "not applicable" and be considered as a "No" for any processing.	Y or N
Money	A decimal number with 2 decimal places.	20.78 -378.44
	All currency assumed to be USD. No currency characters (\$) should be included.	0.00
	Any null currency values should be represented as 0.00.	
N – Numeric	Integers or decimal numbers	123 99.7547 -100
Phone	[area code][prefix][line number] with no dashes or spaces	2251112222 9193334444
SSN	A 9-character social security number. No dashes. If this value is unknown, do not insert a fake SSN value.	111223333
State	Standard 2-character abbreviations. Leave blank for non-US addresses.	LA NM
Time	HHMMSS using the 24-hour clock	043301 (4:33:01 AM) 185559 (6:55:59 PM)
Zip	5 or 9 size zip codes. No dashes.	70806 275290000

Record Layouts

Header Record

This record provides metadata for the current file.

Field Pos	Field Name	Туре	Max Length	Additional Description (if needed) or Expected Value
1.	Record Identifier	N	1	Value: • 0
2.	ID Number	N	10	This number is assigned by the NCPDP to identify the source of the data.
3.	Batch Number	N	30	This number is assigned by the vendor
4.	Processor Name	A/N	None	
5.	Processor Address	A/N	None	Address 1 and Address 2 if necessary
6.	Processor City	A/N	None	
7.	Processor State	State	2	
8.	Processor Zip	Zip	9	
9.	Processor Phone	Phone	9	
10.	File Create Date	Date	8	
11.	File Create Time	Time	6	
12.	Third Party Type	A/N	1	Type of claims: Values: M: government P: private
13.	Layout Version Indicator	N	1	File layout version. Current Value: • 2.0.0

Pharmacy Detail Record

This record provides the details for a pharmacy. It is linked to a given claim by **Pharmacy Number** (claim record field #4).

Field Pos	Field Name	Туре	Max Length	Additional Description (if needed) or Expected Value
1.	Record Identifier	N	1	Value: • 2
2.	Processor ID Number	N	10	This number is assigned by the NCPDP to identify the source of the data. This matches the header record.
3.	Batch Number	N	30	This number is assigned by the vendor and matches the header records.
4.	Pharmacy Number	N	None	Id assigned to the pharmacy
5.	Pharmacy Name	A/N	None	
6.	Pharmacy Address	A/N	None	
7.	Processor City	A/N	None	
8.	Processor State	State	2	
9.	Processor Zip	Zip	9	
10.	Processor Phone	Phone	9	

Claims Detail Record

This record provides the details of aa single claim.

Field	Field Name	Туре	Max	Additional Description (if needed) or
Pos			Length	Expected Value
1.	Record Identifier	N	1	Value: • 4
2.	Processor ID Number	N	10	This number is assigned by the NCPDP to identify the source of the data. This matches the header record.
3.	Batch Number	N	30	This number is assigned by the vendor and matches the header records.
4.	Pharmacy Number	N	None	Id assigned to the pharmacy
5.	Prescription Number	A/N	None	
6.	Date Filled	Date	8	Dispensing date of the drug
7.	NDC Number	A/N	13	11-digit NDC number with or without dashes 5-4-2
8.	Drug Description	A/N	None	Label name
9.	New/Refill Code	N	None	0: new prescription number of refills
10.	Metric Quantity	N	None	Number of metric units of medication dispensed (may be negative)
11.	Day Supply	N	None	Estimated number of days the prescription will last
12.	Basis of Cost Determination	A/N	2	 Values: 01: AWP (contracted network discount) 09: MAC Blank: unknown
13.	Ingredient Cost	Money	None	Cost of the drug dispensed
14.	Submitted Dispensing Fee	Money	None	
15.	Co-Pay Amount	Money	None	Correct co-pay for billed plan
16.	Sales Tax	Money	None	Sales tax for the dispensed prescription
17.	Amount Billed	Money	None	The provider's usual and customary amount
18.	Patient First Name	A/N	15	
19.	Patient Last Name	A/N	20	
20.	Patient's Date of Birth	Date	8	
21.	Sex Code	N	1	Values:
22.	Employee SSN	SSN	9	Commercial Claims Only (may be provided by OGB). Leave blank otherwise.
23.	OGB Internal Id	A/N	8	Unique Id provided via the Eligibility file
24.	Relationship Code	N	1	Values: • 1: Primary Member

25. 26. 27. 28. 29.	Group Number Prescriber Id Diagnosis Code Document Number Part D Indicator	A/N A/N A/N A/N A/N	None None None 3	 2: Spouse 3: Child 4: Other ID assigned to the cardholder or employer group ID assigned to the prescriber Leave Blank Leave Blank Values Blank PTD: Part D Indicator
30.	True Up	A/N	None	Values ■ Blank ■ TRUEUP: if this is a True Up claim
31.	Resubmission Cycle Count	N	1	Values ■ Blank ■ 0: original submission ■ 1: first re-submission ■ 2: second re-submission
32.	Date Prescription Written	Date	8	Date prescription was written
33.	Dispense As Written (DAW)/Product Selection Code	N	1	 Values: 0: no product selection indicated 1: substitution not allowed by prescriber 2: substitution allowed – patient requested product dispensed 3: substitution allowed – pharmacist requested product dispensed 4: substitution allowed – generic drug not in stock 5: substitution allowed – brand drug dispensed as a generic 6: override 7: substitution not allowed – brand drug mandated by law 8: substitution allowed – generic drug not available in marketplace 9: other
34.	Eligibility Clarification Code	N	1	Code indicating that the pharmacy is clarifying eligibility based on denial Values: O: Not specified I: Not override C: Override S: Full-time student

				4: Disabled Dependent
				5: Dependent Parent
35.	Compound Code	N	1	Code indicating whether the prescription is a compound Values: O: Not specified I: Not a compound C: Compound
36.	Number of Refills Authorized	N	None	Number of refills authorized by the prescriber
37.	Drug Type	N	1	Code to indicate the type of drug dispensed (must indicate 1-4 if the amount is paid) Values: O: Not specified I: Single source brand S: Branded generic S: Generic Verthe counter
38.	Prescriber Last Name	A/N	20	
39.	Postage Amount Claimed	Money	None	
40.	Unit Dose Indicator	N	1	Code indicating the type of unit dose dispensing done Values: O: Not specified I: Not unit dose C: Manufacturer unit dose Rights are series of unit dose The series of unit dose
41.	Other Payer Amount	Money	None	The dollar amount of payment known by the pharmacy from other sources
42.	Account Name	A/N	None	Values: PLS HMO PPO OPN LOC HRA EGWPPLS EGWPHMO EGWPLOC EGWPOPN EGWPPPO EGWPHRA
43.	Claim Status	A/N	None	Values: ◆ APPROVED

				DENUED
				DENIED
				DUP_CLM – duplicate claim
				RDA – reversal approved
				RLA – reversal paid
				RLP – reversal approved
		0011		RDP – reversed paid
44.	Contract SSN	SSN	9	Contract Holder's SSN
45.	Covered Amount	Money	None	
46.	Paid Amount	Money	None	Data of a composit
47.	Paid Date	Date	8	Date of payment
48.	No Charge Indicator	A/N	2	Value:
				• blank
10	Barrier Start Name	A /A1	45	• NC
49.	Prescriber First Name	A/N	15	
50.	Prescriber Last Name	A/N	20	
51.	Prescriber Middle Initial	A/N	1	
52.	Prescriber Address 1	A/N	None	
53.	Prescriber Address 2	A/N	None	
54.	Prescriber City	A/N	None	
55.	Prescriber State	State	2	
56.	Prescriber Zip	Zip	9	Lagua Diguila
57.	GPI Number	N A (N)	None	Leave Blank
58.	Care Facility	A/N	None	Leave Blank
59.	Care Qualifier	A/N	None	Leave Blank
60.	Care Start Date	Date	8	Leave Blank
61.	Care End Date	Date	8	Leave Blank
62.	Family ID	A/N	None	Leave Blank
63.	Alternate Insurance ID	A/N	None	
64.	Submitted PA Type	N A /NI	None	
65.	Submitted PA Number	A/N	None	
66.	Member PA Number	A/N	None	
67.	Member PA Reason Code	A/N	None	Leave Blank
68. 69.	Therapeutic Class Code Therapeutic Class Name	N A/N	None None	Leave Blank
70.	Rx Claim Number	A/N N	None	Leave Didlik
71.	Claim Sequence Number	N	None	
72.	Medicare Part D Eligible	Flag	1	
73.	Date Processed	Date	8	
74.	Time Processed	Time	6	
7 4 .	Diabetic Sense Vendor	A/N	None	Leave Blank
75.	Indicator	Ayiv	None	Leave Blank
76.	Mail Order Indicator	Flag	1	
77.	Brand/Generic Indicator	A/N	1	Values:
				Blank: not specified
				0: Non-drug item
				• 1: Generic

				• 2: Brand
78.	Brand/Generic Override	A/N	1	 Values: M: multi-source brand with no generic equivalent O: multi-source brand with available generic equivalent N: single-source brand Y: generic
79.	Claim Origin	A/N	1	Values: T: Electronic B: Batch M: Manual
80.	Retrospective DUR Program	Flag	1	
81.	Quantity Limit Program	Flag	1	
82.	Prior Authorization Program	Flag	1	
83.	Therapeutic Interchange Program	Flag	1	
84.	Decimal Quantity	N	None	
85.	Cost Type Unit Cost	N	None	
86.	Cost Basis	A/N	None	Values: ■ SD – submitted drug cost ■ SM – submitted amount due ■ U – usual and customary ■ AWP – average wholesale price ■ HCFA – HCFA MAC ■ MAC* - Rx MAC price
87.	Average Wholesale Price Unit	N	None	
88.	DMR Method Code	A/N	None	Value: • blank • D: when DMR

AMENDMENTS TO RFP

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