

**STATE OF LOUISIANA
OFFICE OF GROUP BENEFITS**

**REQUEST FOR PROPOSALS
FOR
ADMINISTRATIVE SERVICES ONLY (ASO)
FOR
SELF FUNDED MEDICAL PLANS**

PROPOSAL DUE DATE: APRIL 20, 2015

MARCH 13, 2015

TABLE OF CONTENTS

1	GENERAL INFORMATION.....	4
1.1	<i>Purpose</i>	4
1.2	<i>Background</i>	4
1.3	<i>Scope of Services</i>	5
1.4	<i>Blackout Period</i>	5
2	ADMINISTRATIVE INFORMATION.....	6
2.1	<i>Term of Contract</i>	6
2.2	<i>Mandatory Pre-proposal On-Site Conference</i>	6
2.3	<i>Proposer Inquiries</i>	7
2.4	<i>Definitions</i>	7
2.5	<i>Schedule of Events</i>	7
3	PROPOSAL INFORMATION.....	8
3.1	<i>Minimum Qualifications of Proposer</i>	8
3.2	<i>Determination of Responsibility:</i>	8
3.2.1	<i>Right to Prohibit Award</i>	9
3.3	<i>RFP Addenda</i>	9
3.4	<i>Waiver of Administrative Informalities</i>	9
3.5	<i>Proposal Rejection/RFP Cancellation</i>	9
3.6	<i>Withdrawal of Proposal</i>	9
3.7	<i>Subcontracting Information</i>	10
3.8	<i>Ownership of Proposal</i>	10
3.9	<i>Proprietary Information</i>	10
3.10	<i>Cost of Preparing Proposals</i>	11
3.11	<i>Errors and Omissions in Proposal</i>	12
3.12	<i>Contract Award and Execution</i>	12
3.13	<i>Code of Ethics</i>	12
3.14	<i>Governing Law</i>	12
4	RESPONSE INSTRUCTIONS.....	13
4.1	<i>Proposal Submission</i>	13
4.2	<i>Proposal Format</i>	13
4.3	<i>Cover Letter</i>	13
4.4	<i>Technical and Cost Proposal</i>	14
4.5	<i>Certification Statement</i>	14
5	PROPOSAL CONTENT.....	14
5.1	<i>Executive Summary</i>	14
5.2	<i>Corporate Background, Financial Condition and Experience</i>	14
5.3	<i>Proposed Project Staff</i>	17
5.4	<i>Approach and Methodology</i>	17
5.5	<i>Administration Cost Information</i>	18
5.6	<i>Claims Re-pricing Cost Information & Network Disruption</i>	19
5.7	<i>Proposer's Eligibility</i>	19
6	EVALUATION AND SELECTION.....	19
6.1	<i>Evaluation Team</i>	19
6.2	<i>Administrative and Mandatory Screening</i>	19

6.3	<i>Clarification of Proposals</i>	19
6.4	<i>Oral Presentations/Discussions Will be Required</i>	19
6.5	<i>Evaluation and Review</i>	20
6.6	<i>Announcement of Contractor</i>	22
6.7	<i>Commissioner’s Statements</i>	23
7	SUCCESSFUL CONTRACTOR REQUIREMENTS.....	23
7.1	<i>Corporation Requirements</i>	23
7.2	<i>Billing and Payment</i>	23
7.3	<i>Performance Guarantees</i>	24
7.4	<i>Confidentiality</i>	25
7.5	<i>Business Associate Addendum</i>	25
	ATTACHMENT I: SCOPE OF SERVICES.....	27
	ATTACHMENT II: CERTIFICATION STATEMENT.....	30
	ATTACHMENT III: SAMPLE CONTRACT	31
	ATTACHMENT IV: PROTECTED HEALTH INFORMATION ADDENDUM.....	44
	ATTACHMENT V: TECHNICAL QUESTIONNAIRE.....	49
	ATTACHMENT VI: CLAIMS RE-PRICING.....	54
	ATTACHMENT VII: NETWORK DISRUPTION	55

1 GENERAL INFORMATION

1.1 Purpose

The State of Louisiana, Office of Group Benefits (hereinafter called “OGB” or the “Program”) requests proposals from any qualified Organization (hereinafter called “Proposer”) to provide Administrative Services Only (ASO) for Self-Funded Medical Plans offered by the Office of Group Benefits, including but not limited to:

- Medical Claims Third Party Administration, including network services
- Population Health Management, including, but not limited to, Disease Management
- Wellness Program
- Health Reimbursement Account and Health Savings Account Services for respective plan offerings

The intent of this RFP is to assess the depth, value, and quality of each proposer’s network, and to ultimately utilize the proposer’s network; however, OGB reserves the right to request special involvement with network maintenance in order to offer a value based health program.

OGB is looking to partner with an administrator that will provide advisory or “best in class” health plan design and administration practices (pre-authorizations, standard exclusions, etc). The partner shall administer and pay all claims on OGB’s behalf for the current plans offered by OGB and any revised plans, as requested. **OGB reserves the right to change its plan options at any time during the period of the contract. OGB will not provide advance funding for payment of claim expenses.**

It is expected that all OGB vendors will be able to support program offerings and initiatives, as well as be able to support changes to these offerings and initiatives. Upon request, selected contractor(s) will need to work with one another, the appointed OGB actuary, employees from the Division of Administration, and the Office of Group Benefits, which is responsible for managing the program.

Ultimately, OGB is seeking a contract with a Proposer/Contractor that will partner with the agency to provide innovative solutions for medical program management, including efficient claims processing, network management and population health management. The Contractor is expected to drive health risk improvement and mitigation of rising costs of healthcare in order for OGB to continue to provide the best value to its members.

1.2 Background

The Office of Group Benefits is responsible for the administration and management of state health and welfare benefit programs to over 230,000 active and retired State of Louisiana employees and their dependents, as well as the employees and dependents of other government entities that have selected to participate in the OGB plan of benefits. Offered benefits include health coverage, prescription drug coverage, and life insurance. OGB currently offers a fully insured plan (Vantage Medical Home HMO), Self-funded plans (Administered by BCBS) and Medicare Retiree Specific fully insured plans (Administered by OneExchange, Vantage, and Peoples Health). OGB has projected self-funded medical plan expenditures in FY15 of

\$959,750,339; \$919,318,776 in medical claims expenses and \$40,431,563 in associated administrative costs.

Plan member eligibility includes employees of state agencies, institutions of higher education, school boards and charter schools that elect to participate, and certain political subdivisions. Eligibility does not include local government entities, parishes or municipalities.

The Self-Funded medical plans offered by OGB are on a calendar year plan year; however, new plans were offered effective March 1, 2015. Those plans will remain on a calendar basis. Current plan options include:

- **Pelican HRA 1000** – CDHP with employer funded Health Reimbursement Account (HRA)
- **Pelican HSA 775** – CDHP with employer funded Health Savings Account (HSA)
- **Magnolia Local** – Traditional in-network only plan with a narrow network
- **Magnolia Local Plus** – Traditional in-network only plan
- **Magnolia Open Access** - Traditional in/out of network plan

For pharmacy benefits, OGB currently contracts with a Pharmacy Benefit Manager, MedImpact Healthcare Systems, Inc., for a carved out pharmacy program.

With the exception of the Magnolia Local plan, all plans currently utilize the Blue Cross Blue Shield National Network of providers. Current provider networks are maintained by the incumbent. Additional plan information can be found by accessing the websites listed below.

www.bcbsla.com/ogb

www.groupbenefits.org

Disease Management is currently offered on an opt-in model for non-Medicare eligible members for the following conditions: Chronic Obstructive Pulmonary Disease, Diabetes, Chronic Heart Failure, Asthma, and Coronary Artery Disease.

1.3 Scope of Services

Attachment I details the scope of services and deliverables or desired results that the OGB requires of the Contractor.

1.4 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the OGB involved in any step in the procurement process about the affected procurement. The Blackout Period shall apply not only to state employees, but also to any contractor of the OGB. “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 potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation’s defined method of communication with the designated contact person.

The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

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

Any bidder, proposer, or OGB contractor who violates the Blackout Period may be liable to the OGB in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the proposal's disqualification.

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

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

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671, et seq. or LAC 34:V.2545;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process; and,
4. 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 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 March 13, 2015 and concludes upon the announcement of the awarded contractor.

1.5 RIGHT TO PROTEST

Any person who is aggrieved in connection with the request for proposal or award may protest and appeal pursuant to the provisions of R.S. 39:1671, 1681, 1683, 1691, and 1692.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about January 1, 2016 and to continue through December 31, 2016. The OGB has the right to contract for up to three years upon approval.

2.2 Mandatory Pre-proposal On-Site Conference

All potential proposers must participate in a mandatory in-person pre-proposal conference which will be at the date and time specified in Section 2.5 Schedule of Events. The purpose of the conference is for proposers to obtain clarification of the requirements of the RFP and to receive answers to the relevant questions. Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position

of the OGB will be stated in writing in response to written questions in accordance with Section 2.3 (Proposer Inquiries).

2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the OGB RFP Coordinator at OGB.Proposals@la.gov.

The OGB will only consider written Proposer inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the deadline specified in the Schedule of Events, Section 2.5. The OGB reserves the right to modify the RFP should a change be identified that is in the best interest of OGB.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received via email, OGB.Proposals@la.gov by 5:00 p.m CST on the date specified in the Schedule of Events. Any and all questions directed to the OGB RFP Coordinator will require an official response.

Only the OGB RFP Coordinator has the authority to officially respond to proposer’s questions on behalf of the OGB. Any communications from any other individuals are not binding to the OGB.

Official responses to all questions submitted by potential proposers will be posted by the date specified in the Schedule of Events, Section 2.5 and can be accessed using the sites listed below.

<http://wwwprdl.doa.louisiana.gov/osp/lapac/pubmain.cfm>
https://www.groupbenefits.org/portal/page/portal30/SHARED/O/OGBWEB/EXPLORE_OGB

2.4 Definitions

Contractor-the successful proposer who is awarded a contract and assumes full responsibility and liability for completion of the deliverables

Proposer-an individual or organization submitting a proposal in response to an RFP

Shall, Must, Will- words used to denote a mandatory requirement

Should, May, Can- words used to denote an advisory or permissible action

2.5 Schedule of Events

EVENT	TIME (Central Standard Time)	DATE (all dates are state business days)
Post RFP to LaPAC		March 13, 2015
Mandatory prospective proposer on-site conference	9:00 AM Claiborne Building Thomas Jefferson Room 1-136 (A&B) 1201 North 3 rd Street Baton Rouge, LA 70802	March 20, 2015

Deadline for receipt of written inquiries	5:00 PM	March 27, 2015
Issue responses to written inquiries		April 7, 2015
Deadline for receipt of proposals	5:00 PM	April 20, 2015
Oral presentations	Time and Location To Be Determined	Week of May 11, 2015
Announce award of contractor selection		Week of May 18, 2015
Begin implementation		Week of June 15, 2015
Contract Effective Date		January 1, 2016

NOTE: The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary.

3 PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

It is required that Proposers meet or exceed the following qualifications. A Proposer shall provide documentation of its:

- Certificate of authority from the Secretary of State to conduct business in the State of Louisiana.
- Five (5) continuous years of experience providing and implementing medical claims administration.
- Licensing authority provided by the Louisiana Department of Insurance in accordance and compliance with La. R.S. 22:1651.

3.2 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. The OGB 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, organizations, 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 the OGB to make its Determination of Responsibility by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the Contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the following provisions of the Louisiana Revised Statutes of 1950 governing public contracts: Title 38, Chapter 10 (public contracts); or Title 39, Chapter 17 (Louisiana Procurement Code).

3.3 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:

<http://wwwprd1.doa.louisiana.gov/osp/lapac/pubmain.cfm>

https://www.groupbenefits.org/portal/page/portal30/SHARED/O/OGBWEB/EXPLORE_OGB

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

3.4 Waiver of Administrative Informalities

The OGB reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the OGB to award a contract. The OGB reserves the right to take any of the following actions that it determines to be in the best interest of OGB:

- Reject all proposals received in response to this solicitation;
- Cancel this RFP; or
- Cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the Contract receives final approval from the Division of Administration, Office of State Procurement.

3.6 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 submitted to the OGB RFP Coordinator.

3.7 Subcontracting Information

The OGB shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. Notwithstanding, proposers may enter into subcontractor arrangements, however, proposers should acknowledge this general requirement of total responsibility for the entire contract in their proposals.

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

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

3.8 Ownership of Proposal

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

3.9 Proprietary Information

As a general rule, after award of the Contract, all proposals shall be considered public record and shall be available for public inspection and copying pursuant to the Louisiana Public Records Law, La. R.S. 44:1 et. seq., during regular working hours. To claim protection, if any, from disclosure, the Proposer is required to clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential.” 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:

“Data contained in pages ___ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the OGB shall have the right to use or disclose the data therein to the extent provided in the Contract. This restriction shall not limit the right of OGB to use or disclose data obtained from any other source, including the Proposer, without restrictions”.

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

The Proposer is advised to use such designation only when appropriate and necessary. A blanket designation of an entire proposal as Confidential is NOT appropriate. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse. 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 shall not be designated as Confidential under any circumstance.

Proposers must be prepared to defend the reasons why the designated material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the OGB will notify the owner of the designated material of the request. If the owner of the designated material does not want the information disclosed, the Proposer must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the designated material refuses to indemnify and hold the state harmless, the state may disclose the information.

It should be noted, however, that data bearing the aforementioned legend maybe subject to release under the provision of the Louisiana Public Records Law, La. R.S. 44:1 et. seq. The OGB assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose. It should be noted that any resultant contract will become a matter of public record.

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

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

If a proposal contains confidential information, the Proposer should provide a redacted version of the proposal omitting those responses (or options thereof) and attachments that the Proposer determines are within the scope of the exception to the Louisiana Public Records Law. In a separate document, the Proposer shall provide the justification for each omission. If the Proposer does not submit the redacted copy, the Proposer waives any claim to keep information confidential. When submitting the redacted copy, the Proposer shall 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 sections or information has been removed. The Proposer should also provide one (1) electronic redacted copy of its Proposal on a flash drive or CD.

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

Proposers should refer to the Louisiana Public Records Act for further clarification.

3.10 Cost of Preparing Proposals

The OGB 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 the OGB.

3.11 Errors and Omissions in Proposal

The OGB will not be liable for any errors in proposals. The OGB reserves the right to make corrections or amendments due to minor errors identified in proposals by OGB or the Proposer. The OGB, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

The OGB reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The OGB reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the OGB.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. The contract will include provisions included in the winning proposal relative to services provided. In no event shall a Proposer 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 its firm wishes to negotiate. Additionally, the selected Proposer shall execute a Protected Health Information Addendum that is substantially the same as Attachment IV. In no event shall a Proposer submit its own standard business associate addendum in its response to this RFP. The Proposer should submit with its proposal any exceptions or exact deviations from Attachment IV that its firm wishes to negotiate.

Negotiations may begin with the announcement of the selected Proposer. The “Notice of Intent to Award” letter is the notification of the award, contingent upon successful negotiation and execution of a written Contract and approval by the Division of Administration, Office of State Procurement and by the appropriate standing committees of the Louisiana legislature having jurisdiction over review of OGB agency rules as designated by La. R.S. 49:968B(21)(c). The protest period commences upon the announcement of the selected Proposer.

If the contract negotiation period exceeds 20 business days or if the selected Proposer fails to sign the final contract within 10 business days of delivery, the OGB may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 Code of Ethics

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

3.14 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts are subject to provisions of the laws of the State of Louisiana including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code); purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. After the exhaustion of administrative remedies, venue of any

action taken brought with regard to the Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

4 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this RFP. The proposal must be received in hard copy (printed) version by the OGB RFP Coordinator on or before 5:00 PM Central Standard Time on the date specified in the Schedule of Events. FAX or 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 proposal package must be delivered at the proposer's expense to:

OGB RFP Coordinator
Office of Group Benefits
1201 N. 3rd Street
Claiborne Building, Suite G-159
Baton Rouge, LA 70802

It is solely the responsibility of each Proposer to ensure that their 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.

The OGB requests the following:

- Proposer should provide One (1) Original (clearly marked "Original") and Ten (10) numbered copies of the Technical proposal and One (1) Original and Two (2) copies of the Cost proposal to the OGB RFP Coordinator at the address specified. The original copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.
- Proposer should provide Two (2) CDs of the Technical proposal in PDF and Word Format and Two (2) Cost proposals in Word and Excel format.
- If applicable, Proposer should also submit a redacted version of the proposal.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information should be included in the Technical proposal.

4.3 Cover Letter

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

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, 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.

4.5 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment II.

5 PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce the scope of the proposal. It should include 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 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the OGB's overall requirements in the timeframes set by OGB. The Proposer should identify key services provided that distinguish the services provided from Proposer's competitors' services.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in Attachment III, Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 Corporate Background, Financial Condition and Experience

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, 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 documenting all open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer matter should be provided. 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.

Proposer should provide information regarding the company's last financial audit and SOC 1, Type II report resulting from its most recent SSAE 16 engagement. The state reserves the right to request any additional information to assure itself of a Proposer's financial status.

The successful Proposer must allow the OGB the right to hire an independent third party auditor, if OGB deems necessary, to review claims processing and payment procedures and Proposer will provide access to all files, information system access, and space access upon request of the OGB for the party selected to perform the indicated audit. If there are audit limitations, the Proposer will assess, detail and disclose the limitations on a per plan or per division basis.

The OGB will require the Contractor and /or subcontractors to obtain an independent annual SSAE 16 engagement resulting in a SOC 1, Type II report. The SSAE 16 engagement will be performed by an audit firm that will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. In addition, Contractor should provide any other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation.

The Contractor shall supply the OGB with an exact copy of the SOC 1 report resulting from the SSAE 16 engagement within thirty (30) calendar days of completion. Such SSAE engagement shall be performed annually during the term of the contract. The Contractor shall agree to implement recommendations as suggested by the engagement within three months of report issuance at no cost to the OGB. Since the cost of the SSAE 16 engagements will be borne by the Contractor, these audit costs shall be included in the cost being proposed in response to this RFP.

Proposer should provide a detailed discussion of its prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or with corporate/governmental entities of comparable size and diversity with references from three (3) of its largest self-funded clients including names, address, industry, contact person and title, telephone number and extension, email address, total number of employees and total number of plan members, plan design currently in place (i.e., HMO, PPO, CDHP, etc.), services provided for the account, number of years service provided to organization, and proposer's account executive assigned to the account

Proposer should indicate current number of medical claims administration clients currently being serviced and provide an approximate number of medical participants currently being served under medical claims administrative services only (ASO) contracts.

Proposer shall provide documentation that clearly demonstrates their ability to meet or exceed the minimum qualifications in Section 3.1.

5.2.1 Request for Proposal (RFP) Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small

entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: https://smallbiz.louisianaforward.com/index_2.asp.

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

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 entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - Number of certified small entrepreneurships to be utilized
 - Experience and qualifications of the certified small entrepreneurship(s)
 - Anticipated earnings to accrue to the certified small entrepreneurship(s)

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.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:IX) and for the Hudson Initiative (LAC 19:VIII) 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 entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. 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 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 <http://wwwprdl.doa.louisiana.gov/OSP/LaPAC/pubMain.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.

5.3 Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's 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 Proposer should demonstrate that their staff and/or subcontractor (s) have the necessary experience and knowledge to successfully perform the services listed in Attachment I.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. Customer references (name, title, company name, address, email address, and telephone number) should be provided for the cited projects in individual resumes.

Proposer should also provide organizational and staffing plan that includes the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

Proposers shall provide documentation that clearly demonstrates their ability to meet or exceed the solicited services.

5.4 Approach and Methodology

The Proposer should provide their approach and methodology in providing required services and identifying the tasks necessary to meet requirements described within, Attachment I, Scope of Services. This section should describe the Proposer's:

- Understanding of the nature of the project and how its proposal will best meet the needs of the OGB through providing efficient claims administration services, innovative population health management, and effective wellness program with return on investment (ROI) methodology.
- Approach for assuming all relevant functions from the incumbent contractor to include, but not limited to specific methodologies that will be used to process run-out claims (if necessary), minimize risk, ensure completion of critical tasks and satisfactory customer service and quality assurance during the implementation phase
- Include proposed Project Work Plan for implementation that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing. Include plans for implementation of plans, training of customer service line, IT/data file feed implementation, annual account management strategy, billing processes, reporting/data analytics (health informatics technology/population health)
- Identify areas of project risk and procedures to mitigate risks associated with implementation..
- Approach to Quality Assurance, specifically for claims administration and customer service.
- Proposer should detail its approach for defining system and data security.
- Current procedures in place to handle Protected Health Information.

- Approach for providing continuous compliance advisory for state and federal legislative changes for self-funded medical plan administration.
- Provide samples of the following: 1) Communication Campaign; 2) Annual Strategic Calendar; 3) Claims Reporting; 4) Utilization report with executive dashboard; 5) Population Health Reporting; 6) Explanation of Benefits; and 7) Service Agreement.
- Approach and ability to interface with State payroll systems as well as individual department and/or separate entities, as needed.
- Approach and ability to partner with benefit enrollment systems, and/or any restrictions Proposer has regarding file feeds and programming.
- Describe your approach and plan to close any gaps discovered through Provider Disruption Analysis and include responses to all questions in ATTACHMENT VII: Network Disruption
- Innovative concepts for services including, but not limited to Population Health Management, Creative Ideas, and/or cost-saving measures. The proposer should denote innovative concepts in the proposal. All services must be included in the proposed PEPM rate. (See Section 5.5 Administration Cost Information).
- Complete all questions in ATTACHMENT V: Technical Questionnaire

5.5 Administration Cost Information

The Proposer shall provide one total Per Employee Per Month (PEPM) cost proposals for providing all services proposed in order to provide Administrative Services Only (ASO) for Self-Funded Medical Plans offered by the Office of Group Benefits, including but not limited to:

- Medical Claims Third Party Administration, including network services
- Population Health Management, including, but not limited to, Disease Management
- Wellness Program
- Coordination of Health Reimbursement Account and Health Savings Account Services for respective plan offerings

This cost shall be inclusive of all services provided by the Proposer. The cost proposal shall not include any additional fees for service, other than the PEPM costs. The OGB shall not incur additional cost for use of innovative concepts proposed. Rates shall be guaranteed for term of the contract. The OGB has the right to contract for up to three years upon approval.

Note: The Contractor will be subject to performance standards for certain categories of service and required to put 25% of the total contracted Administrative fees at risk. Metrics of each category will be negotiated with the winning Proposer.

The proposed PEPM rate will be used to calculate score points using the formula specified in Section 6.5 Evaluation and Review.

5.6 Claims Re-pricing Cost Information & Network Disruption

Each Proposer will receive an electronic record containing redacted claims incurred by OGB members. The proposer shall utilize the redacted claims data to re-price the medical claims costs and determine provider network disruption. See Attachment VI for additional details about the re-pricing.

Evaluation will be based upon allowed amount per claim, not per claim line, where claim is identified by "Claim Header ID." Proposer shall provide a total cost for all claims after repricing. The total cost for all claims will be used to calculate the score points using the formula specified in Section 6.5 Evaluation and Review. **NOTE: The re-pricing shall be based upon the proposer's contracted pricing in effect on March 1, 2015. The redacted claims used for claims re-pricing include specification data furnished by the OGB's incumbent contractor, Louisiana Health Service & Indemnity d/b/a Blue Cross Blue Shield of Louisiana.**

5.7 Proposer's Eligibility

A statement of the proposer's involvement in litigation and any suspension or debarment proceedings that could affect this work should also be included in your Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental entity. If no such litigation, suspension or debarment exists, proposer should so state.

6 EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the OGB, which will determine the proposal most advantageous to the OGB, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 Administrative and Mandatory Screening

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.

6.3 Clarification of Proposals

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

6.4 Oral Presentations/Discussions Will be Required

The OGB will require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the OGB's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. The evaluation criteria specified in Section 6.5 will be used to evaluate oral presentations. The Oral Presentation Score will be added to the original Technical Approach Score, Veteran and Hudson Score, and Cost Proposal Score to determine the final score.

6.5 Evaluation and Review

Each proposal will be subject to the Minimum Qualifications Review (3.1). If any one of the requirements is not met, then the proposal requires no further consideration and will no longer be considered.

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following:

CRITERIA	MAXIMUM SCORE
PHASE 1: TECHNICAL APPROACH	
Approach and Methodology	280
Experience and Staff Qualifications	180
<i>TECHNICAL APPROACH SCORE</i>	460
PHASE 2: VETERAN AND HUDSON	
Veteran and Hudson Initiative	115
<i>VETERAN AND HUDSON SCORE</i>	115
PHASE 3: COST PROPOSAL	
Administrative Cost	130
Claims Re-pricing	280
<i>COST SCORE</i>	410
PHASE 4: ORAL PRESENTATIONS	
Reporting and Data Analytics Capabilities	70
Population Health Management	55
Overall Understanding of ASO Services	40
<i>ORAL PRESENTATION SCORE</i>	165
TOTAL SCORE	1150

The proposal with the highest Total Points will be recommended for award.

Phase 1 – Technical Approach

Approach and Methodology

- Demonstrated effectiveness of Proposer’s approach to performing the various services outlined in the Scope of Services (Attachment I) including, but not limited to, data analysis, marketing, and structuring of program
- Proposed Plans/Procedures to fulfill required services
- Creativity and feasibility of innovative concepts proposed to Population Health Management, Creative Ideas, and/or cost-saving measures and future integration of new procedures and/or technology
- Training methodology proposed for project staff to understand current practices and ongoing training needs to address changes in policy and procedures.
- 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 (Attachment I) and specific services and planned execution of the project

- Effectiveness of Proposer’s approach to transitioning activities from the incumbent Contractor

Experience and Staff Qualifications

- Proposer Qualifications based on number of years in business, size, capabilities, specializations, education and work experience of key staff
- Evidence that the firm has the current capabilities and can assure performance for this requirement
- Demonstration of successful past firm experience that is similar to that necessary to perform services included in Attachment I and/or with public entity accounts
- Subcontractor Qualifications and Experience
- Current and relevant knowledge, quality and depth of experience of the proposed project staff through completed and ongoing efforts similar in nature to this effort;
- Effectiveness of the proposed organization and staffing plan.

Phase 2 – Veteran and Hudson Initiatives

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 themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiative small entrepreneurships as subcontractors.

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 entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

Phase 3 – Cost

The Proposer with the lowest total cost for administrative cost will receive the 130 points. The Proposer with the lowest total cost for claims re-pricing shall receive 280 points. Other proposers shall receive cost points based upon the following formula.

Administrative Cost is calculated as follows:

$$BCS = (LPC/PC \times 130)$$

Where: BCS = Computed cost score (points) for proposer being evaluated
 LPC = Lowest proposed cost of all proposers
 PC = Total cost of proposer being evaluated

Claims Re-Pricing is calculated as follows:

$$\text{BCS} = (\text{LPC}/\text{PC} \times 280)$$

Where: BCS = Computed cost score (points) for proposer being evaluated

LPC = Lowest proposed cost of all proposers

PC = Total cost of proposer being evaluated

Phase 4 – Oral Presentations

Reporting and Data Analytics Capabilities

- Effectiveness of reporting and data analytics tool demonstrated during live demonstration
- Availability of the tool for use by OGB
- Diversity of report types and formats supported
- Proposed reporting deliverable samples

Population Health Management

- Effectiveness of population health management strategy to include, but not limited to, Proposer’s ability to identify populations at risk or predicted to be at future risk, opportunities for cost savings and health care improvement, and analyze healthcare data across multiple providers and populations.

Overall Understanding of ASO Services

- Demonstrated understanding of the overall project and required services
- Proposed deliverable samples

6.6 Announcement of Contractor

The Evaluation Team will compile the scores and make a recommendation to the head of the OGB on the basis of the responsive and responsible proposer with the highest score.

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

After the “Notice of Intent to Award” letter has been issued, the OGB shall make available to all interested parties upon request, the proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44:1 et seq); selection memorandum along with the list of criteria used and the weight assigned each criterion; scores of each considered proposal, and a narrative justifying the selection. *The “Notice of Intent to Award” letter is the notification of the award, contingent upon successful negotiation and execution of a written contract, approval by the Division of Administration, Office of State Procurement, and approval by the appropriate standing committees of the Louisiana legislature having jurisdiction over review of OGB rules as designated by La. R.S. 49:968(B)(21)(c).*

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the OGB within 14 days after the award, in accordance with La. R.S. 39:1671. Should any person remain aggrieved after the protest decision, that person may appeal the protest decision to the Commissioner of Administration in accordance with La. R.S. 39:1683; and, if aggrieved by the Commissioner of Administration’s decision, the aggrieved person may appeal the Commissioner of Administration’s decision to the Nineteenth Judicial District Court in accordance with La. R.S. 39:1691 and 1692.

6.7 Commissioner's Statements

Statements, acts, and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any Proposer, and/or any subcontractor of a Proposer shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including but not limited to, the Commissioner of Administration's authority in procurement matters.

7 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

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

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 Secretary of State of Louisiana.

7.2 Billing and Payment

The Contractor will be required to pay providers for claims and submit an invoice to OGB for review, approval and reimbursement. **OGB will not provide advance funding for payment of claim expenses.**

Reimbursement of claim payments will be made on a weekly basis and administrative costs will be paid on a monthly basis. Payments will be made via check or wire transfer after written approval of the invoice by OGB's Chief Executive Officer, or her designee.

The Contractor shall submit a monthly invoice to OGB for payment of administrative fees within (5) business days after the end of each month. The amount of administrative fees paid will be based upon the number of Enrollees as determined by OGB's eligibility system, not the Contractor's system, using the contracted rate. OGB shall render payment within thirty (30) days of invoice approval.

The Contractor shall submit a weekly invoice, with an accompanying electronic check register (claims disbursements) file, showing all paid claims. The total of claims paid on the invoice shall match the total of claims paid on the electronic check register. The Contractor shall use its best efforts to forward the invoice and electronic check register to OGB no later than 2:00 p.m. on the established billing day. OGB shall pay the invoice, assuming the totals on the file and invoice match, within 48 hours after receiving the invoice(s) together with supporting details provided by the Contractor. If the totals on the invoice and the electronic check register do not match, payment of the applicable invoice will be made within 48 hours of successful reconciliation. No payments will be made by OGB on banking or State holidays.

Separate invoices shall be prepared by Contractor with respect to claims provided for each plan offering and shall identify on each invoice the portion applicable to active and retiree participants.

7.3 Performance Guarantees

Vendor 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 administrative costs/fees will remain at risk. All guarantees must be reconciled annually and any penalties owed to OGB shall be paid within 90 days after the end of the calendar year.

Performance Guarantees: The Contractor will be subject to negotiated performance standards subject to a maximum penalty of twenty-five (25%) percent of the total contracted Administrative Cost.

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

Application: The standards shall apply to the administration of OGB's plan under this Contract, including the Contractor's administration of medical claims for Participants who reside outside the service area.

Measurement Periods: The first period to be measured shall be January 1, 2016 through December 31, 2016. The second period, subject to the renewable option, will be for calendar year 2017, and third period, subject to the renewable option, will be for calendar year 2018.

7.3.1 Performance Bond

Contractor shall provide a performance bond (surety) bond in the amount of 100% of the annual contracted administrative cost to insure the successful performance under the terms and conditions of the Contract. 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 in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best. Companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The performance bond is to be provided within 10 working days from request. Failure to provide within the time specified may cause this Contract to be cancelled.

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.

7.4 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are made available or which become available to the Contractor in carrying out this contract, are designated confidential and shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the OGB. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, 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.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Office of Group Benefits.

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

7.5 Business Associate Addendum

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

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. The contract will include provisions included in the winning proposal relative to services provided. In no event shall a Proposer 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 its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

See Attachment IV.

7.6 Proposer's Cooperation

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

7.7 State Reservations

The State reserves the right to take any of the following actions that it determines to be in the best interest of the State:

Reject all proposals received in response to this solicitation; cancel this RFP; or cancel or decline to enter into a Contract with the successful Proposer at any time after the award is made and

before the Contract receives final approval from the Division of Administration, Office of State Procurement.

ATTACHMENT I: SCOPE OF SERVICES

Overview

The purpose of this RFP is to secure a partnership with a qualified organization to provide Administrative Services Only (ASO) for self-funded medical plans offered by the Office of Group Benefits. Services should include but are not limited to:

- Medical Claims Third Party Administration, including network services
- Population Health Management, including Disease Management
- Wellness Program
- Health Reimbursement Account and Health Savings Account Services for respective plan offerings

The successful Proposer/Contractor will be responsible for successfully transitioning (in conjunction with OGB and incumbent Contractor) to being the Proposer/Contractor that can partner with the agency to provide innovative solutions for medical program management including efficient claims processing, network management, and population health management. The Contractor is expected to drive health risk improvement and mitigation of rising costs of healthcare in order for OGB to continue to provide the best value to its members.

Below is a list of minimum services the successful Proposer will be responsible for providing under the contract resulting from this RFP.

- Work with State and incumbent contractors to transfer competencies and operational expertise essential to program operations with minimal interruption to service
- Provide dedicated implementation and service team
- Must accept and be able to administer the OGB's member eligibility definitions and provisions
- Accept eligibility electronically
- Provide 24/7 access to online portal for participants and plan sponsor for activities such as claim submission, account monitoring, reporting, etc.
- Provide annual enrollment support including, but not limited to attending meetings, preparing and printing communication materials, etc.
- Design, update, print, and/or mail (subject to OGB's approval) communication materials support for services including population health management programs including but not limited to disease management, and wellness programs at the successful Proposer's expense. All communication materials will be subject to OGB's approval.
- Work in coordination with OGB and DOA communication employees to effectively communicate and educate on program, program developments and offerings for new hires throughout the year and annual enrollment. Communication strategies are subject to OGB's approval.
- Provide and maintain dedicated web page to include communications requested and approved by OGB.
- Staff and maintain a dedicated customer service unit and phone line to assist members with questions on claims, benefits, and networks. Furnish a toll-free telephone number

for incoming customer service calls and telephone technology must be available for the hearing impaired.

- Survey plan participants annually on their satisfaction with the service and provide results to the OGB
- Report to the OGB on at least a quarterly basis all revenue, both direct and indirect, that it has or will receive. This may include, but is not limited to, any shared savings program, any review program, any capitation arrangement, and any other fees, charges, policies, programs, arrangements, etc. that may generate revenue.
- Provide the OGB with ongoing compliance advisory relating to state and federal legislative changes for self-funded medical plan administration.
- Provide file data in a layout format designated by OGB to include, but not limited to, Check Register File, Population Health Participation, Wellness Participation, Medical Claims File, Provider Files, Code Files, and Adjusted Claims File. Contractor will need to accept OGB's standard file layout.
- Provide overall Medical/Rx Plan compliance advisory as relates to state and federal legislative changes for self-funded plans
- Provide participant identification (ID) cards to all new hires and new entrants to the plans
- Provide Health Reimbursement Account and Health Savings Account Services for respective plan offerings
- Medical Claims Administration
 - Remit timely payment to providers
 - Advise members whose claims have been denied of specific reasons for such denial and the procedure for review of the denial
 - Maintain medical and carved out pharmacy claims (currently administered by MedImpact) for integrated Medical/Rx out of pocket maximum accumulation
 - Subrogation
 - Provide and maintain a grievance and appeals process encompassing all requirements for internal claims and appeals and external review under federal law and/or state law and/or rules and regulations promulgated pursuant thereto
 - Provide administration and medical review for Over-Age Dependents
 - Network maintenance
 - Utilization reporting, review and strategic clinical advisory
 - Coordinate with existing TPA vendor to transition services previously approved by the existing TPA
 - Handle, and detail process for assuming run-out claims from previous carrier, if necessary.
 - Upon termination of contract, and if requested by the OGB, selected vendor should agree to adjudicate and process all claims with service dates prior to the termination date.
- Distribute Required Membership Materials to each new enrollee 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 shall be provided upon request and at no additional charge to OGB or the member.

4. Summary of Benefits and Coverage and Uniform Glossary, as required by the federal Affordable Care Act (ACA) and/or state law and/or rules and regulations promulgated pursuant thereto. Provide printed SBC documents to OGB for distribution to eligible but not enrolled employees.

- Population Health Management
 - Measure and determine current population risk factors - baseline
 - Program and program development to mitigate and improve baseline and ongoing risk factors
 - Monthly reporting dashboard
 - ROI measurement for programs implemented
 - Health Informatics Technology with OGB access
 - Dedicated (not exclusively) Medical Director assigned to review trends and assist in long term strategy for population health management
- Wellness Program
 - 24/7 online program for members and administration
 - Preventive care tracking
 - Biometric data collection – onsite and PCP
 - Health coaching capabilities
 - Incentive tracking capabilities

Deliverables

Deliverables, timelines, performance guarantees and metrics among other requirements to be provided under the Contract resulting from this RFP will be negotiated with the successful Proposer.

ATTACHMENT II: 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 OGB requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the OGB 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. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have **10** business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 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> .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III: SAMPLE CONTRACT

On this _____ day of _____, 2015, the State of Louisiana, Office of Group Benefits, 1201 N. 3rd Street, Suite G-159, Baton Rouge, LA 70802, hereinafter sometimes referred to as the "OGB", and (Contractor Name), (Address), hereinafter sometimes referred to as the "Contractor," do hereby enter into a Contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

(Contractor Name) shall provide administrative services for the self-funded medical plans of the OGB plan of benefits. These administrative services shall include innovative and expert services and are specified in Attachment ____.

1.2 STATEMENT OF WORK

The Statement of Work is detailed in Attachment ____.

1.3 GOALS AND OBJECTIVES

1. To fulfill its delegated responsibility to serve the State of Louisiana by meeting the needs of its past, present, and future employees for an innovative approach to health, life, and related benefits.
2. Provide quality, cost-effective hospital and health care services to Plan participants.

1.4 PERFORMANCE MEASURES

The performance of the Contract will be measured by the OGB Contract Supervisor. The OGB Contract Supervisor is authorized to evaluate the Contractor's performance against the criteria identified in Attachment ____.

1.5 MONITORING PLAN

*The OGB Contract Supervisor will be the OGB Medical and Pharmacy Administrator who will monitor the services provided by the **Contractor** and the expenditure of funds under this Contract. The OGB Medical and Pharmacy Administrator will be primarily responsible for the day-to-day contact with the **Contractor** and day-to-day monitoring of the **Contractor's** performance.*

The monitoring plan is the following:

Project Manager. Contractor shall provide a Project Manager to provide day-to-day management of project tasks and activities, and coordination of Contractor employees. The Project Manager shall possess the technical and functional skill and knowledge to direct all aspects of the project and must be experienced in working with large public sector accounts.

The Project Manager will have at least one (1) back-up staff member to handle the overall responsibility of the OGB program. The Project Manager shall be supported by an Account management team, including but not limited to, an Implementation Manager, Account Manager, Accounting Specialist, Senior Operations Specialist, and Compliance Analyst. The

Project Manager will be subject to OGB review and approval. Contractor will give OGB a minimum of sixty (60) days advance notice of any changes in the Project Manager, a description of training requirements for new team members, and a right to refuse any proposed Project Manager changes. Reasonable exceptions would apply in situations beyond the Contractor's control (e.g. resignation/termination with less than 60 days' notice.)

1.6 DELIVERABLES

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

1.7 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.

1.8 SUBSTITUTION OF KEY PERSONNEL

In the event that any OGB or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to projects outside this Contract, outside of the OGB's or Contractor's reasonable control, as the case may be, the OGB or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in providing services. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This Contract shall become effective on _____ and shall end on _____. OGB has the right to contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

Notwithstanding any other provision of this Contract, this Contract and any amendments thereof shall not become effective until approved as required by statutes and regulations of the State of Louisiana.

2.2 OGB FURNISHED RESOURCES

OGB's Medical and Pharmacy Administrator will monitor the services provided by the Contractor. This person shall be the principal point of contact on behalf of the OGB and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract. The items OGB agrees to provide and be responsible for are specified in Attachment ___.

2.3 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is _____.

2.4 PAYMENT TERMS

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of _____ *for the Term of the Contract*. Payments are predicated upon successful completion and written approval by the OGB of the described services and deliverables as provided in Section I Scope of Services.

The Contractor will be required to pay providers for claims and submit an invoice to OGB for review, approval and reimbursement. OGB will not provide advance funding for payment of claim expenses. Reimbursement of claim payments will be made on a weekly basis and administrative costs will be paid on a monthly basis. Payments will be made via check or wire transfer after written approval of the invoice by OGB's Chief Executive Officer, or her designee.

The Contractor shall submit a monthly invoice to OGB for payment of administrative fees within (5) business days after the end of each month. The amount of administrative fees paid will be based upon the number of Enrollees as determined by OGB's eligibility system, not the Contractor's system, using the contracted rate. OGB shall render payment within thirty (30) days of invoice approval.

The Contractor shall submit a weekly invoice, with an accompanying electronic check register (claims disbursements) file, showing all paid claims. The total of claims paid on the invoice shall match the total of claims paid on the electronic check register. The Contractor shall use its best efforts to forward the invoice and electronic check register to OGB no later than 2:00 p.m. on the established billing day. OGB shall pay the invoice, assuming the totals on the file and invoice match, within 48 hours after receiving the invoice(s) together with supporting details provided by the Contractor. If the totals on the invoice and the electronic check register do not match, payment of the applicable invoice will be made within 48 hours of successful reconciliation. No payments will be made by OGB on banking or State holidays.

Separate invoices shall be prepared by Contractor with respect to claims provided for each plan offering and shall identify on each invoice the portion applicable to active and retiree participants.

Contractor will not be paid more than the maximum amount of the Contract.

2.5 PERFORMANCE BOND

Contractor shall provide a performance bond (surety) bond in the amount of 100% of the annual contracted administrative cost to insure the successful performance under the terms and conditions of the Contract. 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 in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best. Companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The performance bond is to be provided within 10 working days from request. Failure to provide within the time specified may cause this Contract to be cancelled.

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.

3 TERMINATION

3.1 TERMINATION FOR CAUSE

OGB may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the OGB shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the OGB may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the Contract or failure to comply with the statutory obligations Section 12 (Compliance with Civil Rights Laws) 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 OGB to comply with the terms and conditions of this Contract provided that the Contractor shall give the OGB written notice specifying the OGB's failure and a reasonable opportunity for the OGB to cure the defect.

3.2 TERMINATION FOR CONVENIENCE

OGB may terminate the Contract at any time without penalty by giving thirty (30) days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

3.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the

continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

4 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

- (a) Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully protect, defend, indemnify, save, and hold harmless the OGB, its officers, trustees, employees, servants, subcontractors, agents, and volunteers from any and all losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorney's fees), and other liabilities of every name and description relating to personal injury, 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 agents, employees, partners or subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due solely to the negligent act or failure to act of the OGB.
- (b) Specifically, Contractor shall fully protect, defend, indemnify, save, and hold harmless the OGB, its officers, trustees, employees, servants, subcontractors, agents, and volunteers from and against all adverse federal and state tax consequences, loss, liability, damage, expense, attorney's fees or other obligations resulting from, or arising out of, any act or omission by Contractor in connection with or other obligations resulting from or arising out of any premium charge, tax, or similar assessment by federal and state, for which the Contractor is liable.
- (c) If applicable, Contractor will protect, defend, indemnify, save, and hold harmless, the OGB, its officers, trustees, employees, servants, subcontractors, agents, and volunteers, from and against all losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorney's fees), and other liabilities of every name and description which may be finally assessed against the OGB, its officers, trustees, employees, servants, subcontractors, agents, and volunteers in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the OGB shall give the 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 action, claim or suit at Contractor's sole expense; and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
- (d) The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) the unauthorized modification or alteration of a product, material or

service by the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers; ii) the use by the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers of the product, material, or services in combination with other products not furnished by Contractor; or, iii) the use of the product, material, or service in other than the specified operating conditions and environment by the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers.

- (e) In addition to the foregoing, if the use of the product, material, or service or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the exclusive remedy of the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, to take action in the following order of precedence: (i) to procure for the OGB the right to continue using such the product, material, or service or part(s) thereof, as applicable; (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; (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, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the OGB up to the dollar amount of the Contract.
- (f) The OGB may, in addition to other remedies available to the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, fines, penalties, judgments, assessments, expenses, obligations (including attorney's fees), and other liabilities asserted by or against the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers.

5 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.1-1672.4.

6 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.

7 ASSIGNMENT

Neither party shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the other. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any

money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the OGB.

8 RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration or others so designated by the DOA, reserves the right to audit all accounts directly pertaining to the Contract as required by applicable State and Federal Law up to a period of five (5) years after project acceptance. Records shall be made available during normal business hours for this purpose.

The Contractor must allow the OGB the right to hire an independent third party auditor, if OGB deems necessary, to review claims processing and payment procedures and provide access to all files, information system access, and space access upon request of the OGB for the party selected to perform the indicated audit. If there are audit limitations, the Contractor will assess, detail and disclose the limitations on a per plan or per division basis.

8.1 RECORD OWNERSHIP

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

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

8.2 CONTRACTOR'S COOPERATION

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

9 CONTRACT MODIFICATION

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

10 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the OGB's operation which are made available or become available to the Contractor in order to carry out this Contract are designated confidential and shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the OGB. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is

or becomes publicly available, 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.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Office of Group Benefits.

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

11 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 written approval of the OGB. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the OGB for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

12 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. 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.

13 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company, shall be filed with the OGB for approval. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the OGB before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be reduced without thirty (30) days' notice in advance to the OGB and consented to by the OGB in writing.

Compensation Insurance: The Contractor shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Contractor's employees. In case any class of employees engaged in work under the Contract is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect it, and the OGB, 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 attorney's fees), and other liabilities relating to personal injury, 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 agents, employees, partners or subcontractors, and which may arise from operations under the Contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such manner as to impose liability on the OGB, its officers, trustees, employees, servants, and/or agents. Such insurance shall name the OGB, its officers, trustees, employees, servants, and/or agents as additional insureds. The amount of coverage shall be as follows: Commercial General Liability insurance with policy limits of not less than \$1,000,000 per occurrence and in the aggregate, and Umbrella Liability insurance with policy limits of not less than \$5,000,000 per occurrence and in the aggregate. Further, Contractor shall maintain professional and cyber liability insurance with policy limits of not less than \$1,000,000 per occurrence and a minimum aggregate of \$2,000,000 for the purpose of providing coverage for claims arising out of the performance of its services under this Contract.

Owned, Non-Owned and Hired Motor Vehicles: The 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. Such insurance shall cover the use of 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.

14 APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. After exhaustion of administrative remedies, 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.

15 CODE OF ETHICS

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

To OGB: Ms. Susan T. West, CEO
Office of Group Benefits
Post Office Box 44036
Baton Rouge, LA 70804

or

Ms. Susan T. West, CEO
Office of Group Benefits
1201 N. 3rd Street, Suite G-159
Baton Rouge, LA 70802

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.

19 ENTIRE AGREEMENT

This Contract, together with the RFP and addenda issued thereto by the OGB, the proposal submitted by the Contractor in response to the OGB's RFP, and any exhibits incorporated herein by reference, shall constitute the entire agreement ("Entire Agreement") between the parties with respect to the subject matter.

20 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.

21 BUSINESS ASSOCIATE ADDENDUM

Notwithstanding any provision to the contrary, a Business Associate Addendum shall be executed between the parties to this Contract to protect the privacy and provide security of Protected Health Information (PHI) in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and regulations promulgated there under, as amended from time to time.

22 COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

23 CONTRACTOR ELIGIBILITY

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension". Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

(signature page follows)

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

**STATE OF LOUISIANA,
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS**

CONTRACTOR

BY: _____

BY: _____

NAME: Susan T. West

NAME: _____

TITLE: Chief Executive Officer

TITLE: _____

DATE: _____

DATE: _____

**ATTACHMENT IV: PROTECTED HEALTH INFORMATION
ADDENDUM**

State of Louisiana, Division of Administration
Office of Group Benefits
HIPAA Business Associate Addendum

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

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

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated there under 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 and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.
3. Uses and Disclosures of PHI. Except as otherwise limited in the Agreement or this Addendum, Business Associate shall not, and shall ensure that its directors, officers, employees, contractors, and agents do not, use or disclose PHI other than as follows:
 - (a) Business Associate may use Covered Entity’s 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 Covered Entity's 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 Agreement.
 - (c) Business Associate, upon written request by Covered Entity, may use Covered Entity's PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B). For purposes of this Section, Data Aggregation means, with respect to Covered Entity's 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.
 - (d) Business Associate may 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 Agreement.
 - (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.
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 by Third Parties. Business Associate shall enter into an 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.
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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 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 the Secretary for purposes of determining Covered Entity's compliance with HIPAA.

14. Effect of Termination of Agreement.

- (a) Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to Covered Entity, or, at Covered Entity's direction, destroy, all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (b) In the event that Business Associate reasonably determines that returning or destroying the PHI is not feasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction not feasible, and shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI.

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 legislation, rules and regulations 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, Covered Entity shall have the right to control Business Associate's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within five (5) business days of receipt of 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.

BUSINESS ASSOCIATE:

COVERED ENTITY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT V: TECHNICAL QUESTIONNAIRE

I. Medical Claims Administration

1. Please provide the physical locations of the following, relevant to services proposed:
 - a. Main office or headquarters
 - b. Account Management
 - c. Claims administration – primary & secondary
 - d. Data storage – primary & secondary
2. Will you provide a dedicated (but not necessarily exclusive) claims processing unit?
3. Describe your disaster recovery/ business continuity plan. Include description of back-up and restore processes and geographic location of disaster recovery/operations. Include your schedule and process for testing your plan. Also, provide last execution of full plan through testing or actual disaster event.
4. Does your claim processing system have the ability to accommodate and accurately process claims utilizing a multi-tiered network or special contracts negotiated by OGB?
5. Please describe the Quality Control process in place to regularly review accuracy of claims processing and enrollment/eligibility.
6. Please describe your Coordination of Benefits (COB) process.
7. What is average turnaround time for claims processing?
8. What is average length of time from a network Provider submitting a charge to date of payment?
9. Describe your current fraud detection and prevention practices/programs with regard to providers and members, including but not limited to fraudulent claims submission.
10. Please describe your standard claims processing and request & receipt of funds process from the OGB. Confirm your organization maintains a system for tracking claims received, processing status, pending status, and member correspondence.
11. Please describe your standard administrative fee billing process.
12. Please provide your call center service hours for the following:
 - a. Providers
 - b. Members
 - c. Account Management
 - d. Nurseline
13. Please confirm call center multi-lingual support.
14. Describe method of measuring Member satisfaction. Provide results of most recent report.
15. How do you track the number of calls received, speed of answer, hold time, abandoned calls, etc? Please complete the attached:

	2012 Actual	2013 Actual	2014 Actual	2015 Goal
Average Speed of Answer				
After-hours average speed of answer				
Average % of calls answered within 30 seconds				
Average time in queue for transfer from Member service to other department				
% Calls receiving busy signal				
% Abandonment Rate				

16. Provide details regarding reporting capabilities. What is typically included in the monthly reports? Annual reports?
17. Please indicate if additional services may be provided that are not included in the proposed fee, and what the additional cost for each service would be.

II. **Population Health Management/Total Cost of Care Concepts**

18. In your experience, describe the essential elements of a successful integrated Population Health Management program and how your programs demonstrate this. Include any cost savings or increases that occurred with integrated services in your experience.
19. What is the minimum lead-time needed for you to implement the proposed scope of services for the OGB’s Population Health Management program? What is the recommended lead-time you would prefer? Are you willing to commit to implementing the proposed scope of services for the Population Health Management Program for the OGB within the minimum time-frame you stated if requested by the OGB? Will you put a portion of your fees at risk to ensure completion within that time?
20. Which specific clinical health outcomes measures for our members will be tracked? Please describe how and the method for reporting the outcomes data to OGB.
21. Describe any programs you have implemented that encourage members to seek care from a Primary Care Physician (PCP).
22. Describe how you encourage members to seek preventive care from a PCP. List those specific preventive services.
23. Describe how you encourage, or require, PCPs to follow up with members to ensure they seek preventive services.
24. Describe how you encourage PCPs to improve access and health outcomes.

25. Describe how high risk members are identified. Give an example of how high risk membership is placed in an appropriate program for improving health and disease compliance.
26. Describe how you use predictive modeling to identify employees with conditions that could worsen.
27. Provide example reporting of tracking member cost by disease state over time.
28. Describe your ability to illustrate and to track a population's risk and cost over periods of time to determine if improvement is happening in either.
29. Describe how you evaluate access needs to determine where there are gaps in availability for members and retirees by illness burden. Give an example of how an investment can solve an access problem where care is not available.
30. Are these programs part of your administration fee, or are they at additional cost? If additional cost, how do you measure and report the ROI for these programs?
31. Please describe any program you will offer that encourages improved quality of care by providers delivering services to our members. How will it be measured? How will it produce cost savings?
32. Describe any cost containment programs you are proposing to reduce unnecessary cost associated with the lack of care coordination. How will the cost containment program improve quality and improve care coordination? How will the cost savings and quality improvement be measured?
33. Describe any quality and cost driven provider segmentation to identify which providers our employees should be steered to/from.
34. Please describe any centers of excellence networks and/or programs available to our members.
35. Please describe any networks and/or programs that direct a member toward a second opinion. How is the availability of the network and/or program communicated to the member?
36. Please describe the provider quality information you will publish to our members. How will that information be made available? How often is it updated?
37. Describe any provider cost transparency data or programs. How is this data delivered to members? Please provide examples. How often is it updated?
38. Describe any products that utilize published transparency data and give examples of cost benefits and savings.
39. Describe methods used to provide members alternative and more cost effective settings or providers when seeking care.
40. Describe methods used to steer members to appropriate levels of care.
41. Do you have a patient advocacy program? If so, are there any limitations? Please describe staff and qualifications of patient advocacy program.

42. Please describe any actuarial, analytical service you will be providing with regard to health informatics (population health management). Describe the interaction with OGB and provide any sample reports.
43. Will Proposer pay for an independent health informatics (population health management) technology if OGB finds analytics capabilities insufficient?

III. Wellness Program

44. Please describe your most innovative wellness program offering. How many members currently are under your program? What programs have worked best and what has not worked?
45. Is your wellness program owned or a partnership with third party?
46. Please describe how you charge for wellness services. Be as specific as possible.
47. How do you measure ROI? Please provide sample report and/or projection.
48. Do you offer 24/7 online Health Risk Assessment?
49. Can the wellness program be delivered through smartphone app?
50. Please provide detail regarding any wellness offerings available to the OGB that are not included in the proposed fee and the additional cost associated with each service.
51. Please outline ongoing communication support and coordination provided during and after initial program launch (i.e. dedicated or designated communication person(s), frequency of reviews, updates to communications).

IV. Information Systems and Enrollment

1. Please describe your ability to provide a web based enrollment portal and its ability to integrate with other systems.
2. Please describe and provide examples of your member web based portals and their capabilities for self service.
1. 4. Please describe any other web based member services you offer.
2. Please confirm that you will provide direct access into health informatics system for OGB to run analytics from OGB.

V. Overall Administration

3. Please confirm you are able to administer the plan designs as outlined in Attachment VIII.
 - a. Please include the cost to the OGB to eliminate any of the programs included in the proposal.
 - b. Please confirm the CDHP with HRA is administered as embedded, i.e. member has service, claim is processed, if funds in HRA, then HRA will automatically pay without any intervention by the member.
4. Detail what you will do to impact inpatient hospital admissions from the first day of admittance.

- a) How will you steer members to the appropriate level of care – potentially reducing the length of stay in an acute facility or transferring members from the Intensive Care Unit to lower levels of care?
 - b) How many days at a time do you typically approve for an inpatient stay without additional documentation from the facility? Can you reduce this time to 102 days to stay actively engaged?
 - c) How will you help members avoid readmissions after a hospital stay?
 - d) Describe the clinical and intervention resources that you will commit to work exclusively on the OGB.
5. Please disclose any expenses associated with an outside claims audit
 6. Will you provide an allowance for an outside claims audit?
 7. Describe your flexibility to customize payment arrangements/methodologies for claims process out-of-network.
 8. Identify and comment on any major claim / eligibility / reporting system changes or upgrades planned in the next 12 to 24 months.
 9. Will you provide a dedicated 1-800 number for the OGB?
 10. The OGB lacks a comprehensive or reliable set of phone numbers and other contact information for some members. Please describe the means you deploy to obtain accurate contact information.
 11. Please confirm that, if requested by OGB, you will provide an individual to serve as an Onsite Implementation Resource.

ATTACHMENT VI: CLAIMS RE-PRICING

Each Proposer will receive an electronic record containing redacted claims incurred by OGB members. For the medical, mental health/substance abuse file, EVERY claim must be re-priced and sent back to OGB on a CD in Text file or Excel format.

MEDICAL:

The claim record must be expanded to include two fields. One field is an indicator that identifies in-network, participating non-network and out-of-network or non-participating providers based on your contracted network in effect on **March 1, 2015**. (Example values for this field could be: In-Network, Participating, Non-Participating)

The second field is to contain the allowed amounts which must be determined, using your provider contractual arrangements, as of **March 1, 2015** as follows:

- If an in network provider: allowed amount = applicable current contracted amount;
- If a non-network but participating provider, and you have an existing contractual discount arrangement that will protect the plan participant from balance billing, allowed amount = contractual discount arrangement;
- If non-participating non-network provider and you have no existing contractual discount arrangement that will protect the plan participant from balance billing, allowed amount = billed charge;
- Your response should include no \$0.00 allowed amount at the claim level.

Identify the name of the network you are using for the repricing (for example, PPO, HMO, and any other identifying names that you may use to identify the network).

All of the above re-priced claims must be submitted with your proposal. Your initial submission must be complete. Evaluation will be based upon allowed amount per claim, not per claim line, where claim is identified by "Claim Header ID." Proposer shall provide a total cost for all claims after repricing. The total cost for all claims will be used to calculate the score points using the formula specified in Section 6.5 Evaluation and Review.

ATTACHMENT VII: NETWORK DISRUPTION

1. Detail what you will do to impact inpatient hospital admissions from the first day of admittance.
 - a. How will you steer members to the appropriate level of care – potentially reducing the length of stay in an acute facility or transferring members from the Intensive Care Unit to lower levels of care.
 - b. How many days at a time do you typically approve for an inpatient stay without additional documentation from the facility. Can you reduce this time to 1-2 days to stay actively engaged?
 - c. How will your programs help members avoid readmissions after a hospital stay.
 - d. Describe the clinical and intervention resources that you will commit to work exclusively on The State.

2. Describe your flexibility to customize payment arrangements/methodologies for claims processed out-of-network.

3. Identify and comment on any major claim / eligibility / reporting system changes or upgrades planned in the next 12 to 24 months.

4. Submissions should include an appendix with a GeoAccess evaluation of the network offering:

Based on the census (or member zip codes in the claim file) included in this Request for Proposal, provide a geo-access report of those providers participating within your Company’s network that you are proposing. Please use the following parameters. Do not exclude participants not residing in a current service area.

<i>Provider Type</i>	<i>Criteria</i>
Hospitals	1 within 15 miles
Providers <ol style="list-style-type: none"> 1. Primary Care 2. Pediatricians 3. OB/GYN 4. Specialists 5. Laboratories 	2 within 15 miles