

ADDENDUM #1

October 11, 2019

Reference Request for Proposals #3000013593 soliciting Proposals from any qualified proposers to provide a Prescription Drug Savings Program.

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

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

INQUIRIES AND RESPONSES

No	Inquiry	Response
1	Would you accept a proposal and consider a vendor that sources high cost brand and specialty medications internationally using other Tier 1 countries? You wouldn't receive a rebate but the medications can be sourced for 50-70% less.	No. The Office of Group Benefits (OGB) is seeking services set forth in the RFP.
2	Could you please provide the RFP documentation for RFP# 3000013593?	Please see the following locations where RFP documentation can be located. Copies of the Prescription Drug Savings Program RFP are available online on the websites listed below: LaPAC: https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm OGB Website: https://info.groupbenefits.org/latest-news/
3	The RFP states a program benefit that covers 250,000 lives. Is the total population 250,000, including all dependents? Can an exact population number be provided for those that will have access to the solution?	The total population count is inclusive of all dependents. The approximately 250,000 lives referenced in the RFP includes self-funded, fully-insured, and LSU First plan offerings. The total number of primary plan participants and their dependents in OGB self-funded health plans, excluding the Pelican HSA 775 plan, is 209,498 as of September 24, 2019.
4	Is OGB looking for additional consulting services within the PDSP, or a PDSP alone? If so, can the scope be defined/explained?	No. OGB is seeking services set forth in the RFP.

5	Are you looking to engage all members that have savings opportunities? Or a certain portion of the high cost claimants only?	OGB’s intent is to engage all plan participants that have savings opportunities.
6	Does OGB currently utilize any type of MTM program? If so, by whom? How will this integrate with the award winner?	<p>Yes. OGB currently utilizes a Medication Therapy Management (MTM) program. OGB’s PBM, MedImpact Healthcare Systems, Inc., provides the MTM program.</p> <p>OGB is not looking for a standard MTM program. OGB is looking for a partner to work with its PBM to improve utilization of appropriate medications.</p>
7	Are discount card programs being considered in this RFP?	No. OGB is seeking services set forth in the RFP.
8	How will the award winner work with MedImpact (PBM)?	<p>Contractor will be required to coordinate and cooperate with the PBM as needed on integration of information relative to the services addressed in this Contract. Contractor will be required to work with OGB’s PBM to ensure no disruption to OGB or Plan Participants.</p> <p>If necessary, the Contractor will be required to sign any nondisclosure agreements required by OGB and its PBM to ensure that third party proprietary information is protected.</p>
9	Of the total members what is the breakdown of active/non-Medicare vs. EGWP?	<p>The counts below include primary plan participants and their dependents (spouse and children) in OGB self-funded health plans, excluding the Pelican HSA 775 plan. The counts are as of September 24, 2019.</p> <p>Commercial (Active and non-Medicare Retirees) – 164,162 EGWP (Medicare Retirees) – 45,336</p>
10	Can further expectations/requirements be explained around the requirement for “Independent Assurance Report”?	<p>OGB must obtain independent assurances from the contractor. The requirements are as listed in RFP Attachment II: Sample Contract Section 19, Independent Assurances.</p> <p>For further clarification, the independent assurance report will be in the form of an examination that results in a service organization control (SOC) 1, Type II and/or SOC 2, Type II report, or an alternative report may be provided, subject to OGB’s approval.</p>

		If approval is obtained from OGB by February 15 th of each contract year, the contractor may provide a third party quality assurance or independent verification and validation, or any other independent project or performance review or audit report.
11	Is it the requirement that the bidder must provide a single bundle only with one cost and one ROI? Can the bidder offer a primary bundle with a single cost and ROI and an additional optional services/programs that may include additional savings but no ROI?	To be considered responsive to the RFP, the Proposer must provide the cost proposal as stated in the RFP Attachment IV: Cost Proposal Template. Proposer should provide a Return on Investment (ROI) Guarantee in accordance with Section 1.9 E, Approach and Methodology, and any other section in which a response regarding ROI is addressed.
12	Section 3.1, Phase 3 Cost. Please explain how the “lowest Proposal” will be calculated. For example, if one bidder offers a \$0.50 Admin Fee with a \$5 PMPM ROI and a second bidder offers a \$1.00 Admin Fee with a \$20 PMPM ROI, which would be considered the “lowest Proposal” and therefore awarded the 45 points for Cost? If the answer is the first bidder, then how would the 22.5 Cost points lost by the second bidder be made up since the full points in Phase 1 Approach and Methodology are 28 points?	Pursuant to RFP Section 3.1 Evaluation and Review, Return on Investment Guarantees will be evaluated and reviewed under Phase 1: Technical Approach and Methodology. Pursuant to Section 3.1 Evaluation and Review, the Per Primary Plan Participant Monthly Administrative Fee will be evaluated and reviewed under Phase 3: Cost Proposal. The Per Primary Plan Participant Monthly Administrative Fee will be evaluated to determine the Cost Proposal score. In the example provided in question 12, the first proposer that offers a \$0.50 Per Primary Plan Participant Monthly Administrative Fee would be considered the lowest cost proposal, when evaluated against the proposer offering a \$1.00 Per Primary Plan Participant Monthly Administrative Fee. The proposers' Return on Investment guarantees will be evaluated in the Technical Approach Section.
13	Section 3.1 Phase 3 Cost. Is the calculation of “lowest Proposal” simply the Admin Fee or an estimated/guaranteed savings to the OGB plans, or both?	See Response to Question 12.
14	Please explain what “cost of proposal being evaluated” in the Phase 3 Cost refers to and how the number would be determined.	See Response to Question 12. Additionally, the “cost of the proposal being evaluated” is represented in the formula below as TCP. The proposer with the lowest total cost for Per Primary Plan Participant Monthly

		<p>Administrative Fee shall receive 45 points. Other proposers shall receive cost points based on the following formula:</p> $CCS=(LPC/TCP \times 45)$ <p>Where: CCS=Computed Cost Score (points) for Proposers being evaluated LPC= Lowest Proposed Cost of all Proposers TCP- Total Cost of Proposer being evaluated.</p> <p>Pursuant to Section 3.1 Evaluation and Review, the Per Primary Plan Participant Monthly Administrative Fee will be evaluated and reviewed under Phase 3: Cost Proposal. The Per Primary Plan Participant Monthly Administrative Fee will be evaluated to determine the Cost Proposal score.</p>
15	What is the eligible population size for MTM?	<p>The MTM eligible participants are EGWP (Medicare Retirees) participants in OGB’s self-funded health plans, excluding the Pelican HSA 775 plan. The total count of EGWP eligible participants are 45,336 as of September 24, 2019.</p> <p>OGB is not looking for a standard MTM program. OGB is looking for a partner to work with our PBM to improve utilization of appropriate medications.</p>
16	What is the CMR goal or Star measure the client would like to achieve for the MTM program/contract year?	<p>OGB is not looking to achieve a specific star rating or CMR goal. OGB is looking to improve utilization of appropriate medications. OGB is looking for a partner who can provide multiple avenues to achieve this goal.</p>
17	In the ATTACHMENT IV: COST PROPOSAL TEMPLATE section, does “primary participant” in the term “per primary participant per month” refer to insured members only (i.e. employees) and not to total OGB membership (i.e. spouses and dependents)? For the EGWP population, what does primary participant refer to?	<p>Pursuant to RFP Section 1.5 Definitions, Primary Plan Participant(s) – Denotes the Plan Participant whose relationship with OGB governs the coverage under the Plan.</p> <p>The primary plan participants refer to insured members (i.e., active employees or retirees). Spouses and dependents are not included in the proposed cost.</p>

18	<p>In the ADMINISTRATIVE AND GENERAL INFORMATION section, what is meant by “real-time?” Does real time refer to the point of sale when the medication is dispensed, or within a certain timeframe after dispensing, for example within 24 hours?</p>	<p>OGB intends for the services to be rendered within 48 hours of claims adjudication as long as the PBM contractor can pass the claims on a daily basis. If the claims cannot be passed on a daily basis then the timeframe will be as mutually agreed by OGB and the Contractor.</p> <p>See the below amendments to RFP Section 1.1 Purpose, RFP Attachment II: Sample Contract 1.1 Concise Description of Services, and RFP Attachment II: Sample Contract Section 1.3 Goals and Objectives.</p>
19	<p>On page 55 of the RFP, in Section 12.1 Security Duties to Monitor and Report Security Events, would OGB be agreeable to a 72-hour notice of an information or security breach? The RFP list 48 hours as the requirement.</p>	<p>No; OGB will not rephrase this requirement.</p>
20	<p>On page 57 of the RFP, under section C. Other Insurance Provisions, 3. All Coverages, would OGB be agreeable to us providing notification of cancellation in accordance with the written policy provisions?</p>	<p>Proposer shall request modifications or exceptions to contract language in its Proposal, as directed by Section 1.9 C, as follows:</p> <p>“The executive summary should include a positive statement of compliance with the Contract terms contained in the Sample Contract, Attachment II. If the Proposer cannot comply with any one or more of the Contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment II, Business Associate Addendum, Attachment III, and submit whatever exceptions or exact Contract modifications that it may seek. While final wording will be resolved during Contract negotiations, the intent of the provisions will not be substantially altered. Selection of a Proposer does not require OGB to agree to any proposed Contract deviation(s). Negotiations may begin with the announcement of the selected Proposer.”</p>

21	<p>On page 61 of the RFP, Section 19. Independent Assurances, would OGB be agreeable to us implementing changes within 6 (six) months of audit findings? RFP indicates 3 (three) months.</p>	<p>No; OGB will not rephrase this requirement.</p>																
22	<p>On page 65 of the RFP, would OGB be agreeable to adding language to include data sharing between the selected vendor and our third-party decision support tool data analytics vendors?</p>	<p>Pursuant to RFP Section 1.30 Contract Award and Execution, the selected Proposer shall execute a Business Associate Addendum that is substantially the same as Attachment III.</p> <p>The Attachment II: Sample Contract and Attachment III: Business Associate Addendum contains provisions regarding contractor's use of subcontractors that perform services for the resulting contract. If a data sharing agreement is necessary to ensure data is protected by a subcontractor, OGB will provide a data sharing agreement to be executed by the parties. Contractor and subcontractor must execute a data sharing agreement that is substantially the same as Attachment X: Data Sharing Agreement, provided below.</p>																
23	<p><u>Pharmacy Costs Analysis</u></p> <p>The thumb drive received included text files of pharmacy claims data. The files did not include some of the data points needed to do a complete analysis of savings opportunities and provide OGB with actual costs of impactable drug spend. Can OGB provide the following data points in excel (preferred) for year to date pharmacy claims for 2019?</p> <p>. YTD pharmacy claim report with the following data points included:</p> <table border="0"> <tr> <td>* Ingredient Cost</td> <td>* Rx Count Indicator</td> </tr> <tr> <td>* Dispensing Fee</td> <td>* Gross Cost</td> </tr> <tr> <td>* Date of Fill</td> <td>* Net Cost</td> </tr> <tr> <td>* NDC 11</td> <td>* Member cost</td> </tr> <tr> <td>* Drug Name</td> <td>* Specialty Indicator</td> </tr> <tr> <td>* Days' Supply</td> <td>* Metric Quantity</td> </tr> <tr> <td>* Retail/Mail Indicator</td> <td>* AWP</td> </tr> <tr> <td>* Brand/Generic Indicator</td> <td>* Sales Tax (if applicable)</td> </tr> </table>	* Ingredient Cost	* Rx Count Indicator	* Dispensing Fee	* Gross Cost	* Date of Fill	* Net Cost	* NDC 11	* Member cost	* Drug Name	* Specialty Indicator	* Days' Supply	* Metric Quantity	* Retail/Mail Indicator	* AWP	* Brand/Generic Indicator	* Sales Tax (if applicable)	<p>No cost data can be provided as this is proprietary information. The prospective proposers that timely submitted RFP Attachment IX: Data Use Agreement For Limited Data Set were provided data that included the fields listed below:</p> <ul style="list-style-type: none"> • Date of Fill • Drug Name • Days Supply • Retail/Mail Indicator • Brand/Generic Indicator • NDC 11 • Metric Quantity <p>The data field Specialty Indicator is not available.</p> <p>Prospective proposers will need to use the flat text file (txt) submitted to all prospective proposers that timely returned the RFP Attachment IX: Data Use Agreement For Limited Data Set, as the State cannot transfer the data into another format.</p>
* Ingredient Cost	* Rx Count Indicator																	
* Dispensing Fee	* Gross Cost																	
* Date of Fill	* Net Cost																	
* NDC 11	* Member cost																	
* Drug Name	* Specialty Indicator																	
* Days' Supply	* Metric Quantity																	
* Retail/Mail Indicator	* AWP																	
* Brand/Generic Indicator	* Sales Tax (if applicable)																	

AMENDMENTS TO RFP

A. Amendment to RFP, Section 1.1 Purpose

Original Text:

1.1 Purpose

The State of Louisiana, Office of Group Benefits (hereinafter called “OGB” or the “State”), requests Proposals from qualified Proposers who are interested in providing a Prescription Drug Savings Program (“PDSP” or “Program”) to identify potentially unnecessary, costly prescription drug spend and to decrease the pharmacy spend for the OGB self-funded health care program administered through OGB’s Pharmacy Benefits Manager (“PBM”). MedImpact Healthcare Systems, Inc. (“MedImpact”) is the current PBM. The PDSP is intended to provide quality care to Plan Participants via a rules-driven, real-time, non-disruptive program that creates additional savings with minimal impact on the participating population.

At all times, the PDSP must be in compliance with all applicable laws, including but not limited to the Health Insurance Portability and Accountability Act (“HIPAA”) and the Patient Protection and Affordable Care Act (“PPACA”).

The PDSP must decrease expense while not decreasing the care or options to OGB Plan Participants. Savings should be guaranteed above any applicable fees.

The program shall be accomplished with no benefit design or formulary changes, no additional prior authorization or step therapy components, and no negative impact to current rebates received through OGB’s PBM or to any rebates received through a successor PBM for OGB. OGB will be the final arbiter of whether a drug change proposal will be implemented.

Note: The OGB formulary can be changed upon agreement by OGB and OGB’s PBM. The benefit design can be changed by rule any time OGB revises the rule.

The general information contained in this Request for Proposals (herein, “RFP”) is complete and accurate to the best knowledge of OGB and based upon circumstances existing at the time the RFP was prepared. This information is factual and is not a warranty or representation by OGB of future participation or experience. Each Proposer submitting a Proposal assumes sole responsibility for reliance upon information included in this RFP.

Revised Text:

1.1 Purpose

The State of Louisiana, Office of Group Benefits (hereinafter called “OGB” or the “State”), requests Proposals from qualified Proposers who are interested in providing a Prescription Drug Savings Program (“PDSP” or “Program”) to identify potentially unnecessary, costly prescription drug spend and to decrease the pharmacy spend for the OGB self-funded health care program administered through OGB’s Pharmacy Benefits Manager (“PBM”). MedImpact Healthcare Systems, Inc. (“MedImpact”) is the current PBM. The PDSP is intended to provide quality care to Plan Participants via a rules-driven, ~~real-time~~, non-disruptive program that creates additional savings with minimal impact on the participating population.

At all times, the PDSP must be in compliance with all applicable state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act (“HIPAA”) and the Patient Protection and Affordable Care Act (“PPACA”).

The PDSP must decrease expense while not decreasing the care or options to OGB Plan Participants. Savings should be guaranteed above any applicable fees.

The program shall be accomplished with no benefit design or formulary changes, no additional prior authorization or step therapy components, and no negative impact to current rebates received through OGB’s PBM or to any rebates received through a successor PBM for OGB. OGB will be the final arbiter of whether a drug change proposal will be implemented.

Note: The OGB formulary can be changed upon agreement by OGB and OGB’s PBM. The benefit design can be changed by rule any time OGB revises the rule.

The general information contained in this Request for Proposals (herein, “RFP”) is complete and accurate to the best knowledge of OGB and based upon circumstances existing at the time the RFP was prepared. This information is factual and is not a warranty or representation by OGB of future participation or experience. Each Proposer submitting a Proposal assumes sole responsibility for reliance upon information included in this RFP.

B. Amendment to Attachment II: Sample Contract, Section 1.1 Concise Description of Services

Original Text:

1.1 CONCISE DESCRIPTION OF SERVICES

(Contractor Name) shall provide the Prescription Drug Savings Program (“PDSP”) to identify potentially unnecessary, costly prescription drug spend and decrease the pharmacy spend for the OGB self-funded health care program administered through OGB’s current Pharmacy Benefits Manager (“PBM”), MedImpact Healthcare Systems, Inc. (“MedImpact”). The PDSP is intended to provide quality care to Plan Participants via a Health Insurance Portability and Accountability Act (“HIPAA”)-compliant, rules-driven, real-time, non-disruptive program that creates additional savings with minimal impact on the participating population. The program shall be accomplished with no benefit design or formulary changes, no additional prior authorization or step therapy components, and no negative impact to current rebates received through OGB’s current PBM. Note: The OGB formulary can be changed upon agreement by OGB and OGB’s PBM, and the benefit design can be changed by rule any time OGB revises the rule. These services shall include, at a minimum, all services specified in Section 1.2 and the attachments referenced therein.

Revised Text:

1.1 CONCISE DESCRIPTION OF SERVICES

(Contractor Name) shall provide the Prescription Drug Savings Program (“PDSP”) to identify potentially unnecessary, costly prescription drug spend and decrease the pharmacy spend for the OGB self-funded health care program administered through OGB’s current Pharmacy Benefits Manager (“PBM”), MedImpact Healthcare Systems, Inc. (“MedImpact”). The PDSP is intended to provide quality care to Plan Participants via a Health Insurance Portability and Accountability Act (“HIPAA”)-compliant, rules-driven, ~~real-time~~, non-disruptive program that creates additional savings with minimal impact on the participating population. The program shall be accomplished

with no benefit design or formulary changes, no additional prior authorization or step therapy components, and no negative impact to current rebates received through OGB's current PBM. Note: The OGB formulary can be changed upon agreement by OGB and OGB's PBM, and the benefit design can be changed by rule any time OGB revises the rule. These services shall include, at a minimum, all services specified in Section 1.2 and the attachments referenced therein.

C. Amendment to Attachment II: Sample Contract, Section 1.3 Goals and Objectives

Original Text:

1.3 GOALS AND OBJECTIVES

1. To provide quality, cost-effective healthcare services to Plan Participants via a legally-compliant, rules-driven, real-time, non-disruptive program that creates additional prescription drug savings with minimal impact on the participating population
2. To establish a Contract with a qualified Prescription Drug Savings Program Contractor that will assist OGB in reduction of prescription drug costs for the OGB self-insured health plans (Pelican HRA 1000, Magnolia Local, Magnolia Local Plus, and Magnolia Open Access) other than the Pelican HSA 775.

Revised Text:

1.3 GOALS AND OBJECTIVES

1. To provide quality, cost-effective healthcare services to Plan Participants via a legally-compliant, rules-driven, ~~real-time~~, non-disruptive program that creates additional prescription drug savings with minimal impact on the participating population
2. To establish a Contract with a qualified Prescription Drug Savings Program Contractor that will assist OGB in reduction of prescription drug costs for the OGB self-insured health plans (Pelican HRA 1000, Magnolia Local, Magnolia Local Plus, and Magnolia Open Access) other than the Pelican HSA 775.

ATTACHMENT X: DATA SHARING AGREEMENT

This Data Sharing Agreement (“Agreement”) is entered and effective this ____ day of _____, 20____, by _____, the Contractor administering the Prescription Drug Savings Program (“Contractor”), and by _____ the Contractor’s subcontractor (“Subcontractor”) to establish the content, use, and protection of data containing “Personal Information” that may be provided to Subcontractor by Office of Group Benefits, State of Louisiana (“OGB”), in conjunction with the Contract between OGB and Contractor wherein Contractor provides an Prescription Drug Savings Program (“PDSP”). The shared Personal Information will be accessed through services provided by the Division of Administration, Office of Technology Services (“OTS”). OGB and other supporting State agencies and offices are collectively referred to herein as “State.” Capitalized terms not specifically defined herein shall have the definition of such term as defined in the State’s Information Security Policy.

“Personal Information” shall be defined as information provided to the Contractor by or at the direction of the State, or to which access was provided to Contractor by or at the direction of the State, or is provided by Contractor to OGB as a requirement under the referenced Contract, in the course of Contractor’s performance under the Contract that identifies or can be used to identify any individual, including but not limited to any State employee, retiree, spouse, dependent, or beneficiary. Such Personal Information shall include, but not be limited to, the following: (i) government-issued identification number, including social security number, driver’s license number, or state-issued identified number; (ii) without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, and other unique identifiers; (iii) information that can be used to authenticate an individual including, without limitation, employee identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers, and (iv) past and present medical or mental health information.

Purpose of Agreement

This Agreement is entered to provide for the necessary protection of the Personal Information to be disclosed in conjunction with Contractor’s provision of the Prescription Drug Savings Program on behalf of OGB Plan Participants (the “Purpose”) so as to assure that such Personal Information will not be accessed, used, or disclosed in violation of the Constitution and laws of the State of Louisiana and/or the United States.

Responsible Party

The following named individuals are designated as their respective party’s point of contact for performance of the terms of this Agreement:

Contractor Contact

Name:

Title:

Telephone:

Email:

Subcontractor Contact

Name:
Title:
Telephone:
Email:

OGB Contact

Name:
Title:
Telephone:
Email:

OTS Contact

Name:
Title:
Telephone:
Email:

Term of Agreement

This Agreement shall remain in effect for the duration of the Contract. Upon termination of the Contract for any reason, Contractor and Subcontractor shall certify in writing to OGB that all Personal Information provided to Contractor and/or Subcontractor by or on behalf of OGB has been destroyed in compliance with all applicable laws and the method of such destruction, approved in advance by OGB, or that all such Personal Information has been returned to OGB, or that other disposition has been agreed between OGB and Contractor, consistent with the Contract. The certification must include that all Data has been sanitized from Contractor’s and its Subcontractor’s systems in compliance with the most current revision of NIST SP 800-66. If Contractor determines, and OGB agrees in writing, that destruction or return of the Personal Information or Data is impossible or infeasible, the protections of this Agreement with respect to such Personal Information or Data shall remain in effect until such Personal Information or Data is returned or destroyed in compliance with this Agreement.

Access, Use, and Disclosure of Personal Information

Contractor and Subcontractor acknowledge and agree that, in the course of its engagement by the State, Contractor and Subcontractor may receive or have access to Personal Information. Contractor shall comply with the terms and conditions set forth in this Agreement and with applicable law, should such law be more stringent, in its access, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for the

unauthorized access, collection, receipt, transmission, access, storage, disposal, use, and disclosure of Personal Information it receives pursuant to this Agreement.

Contractor and Subcontractor certifies and agrees that the Personal Information obtained from or on behalf of OGB shall be used solely for the Purpose. If Contractor utilizes any other subcontractor or other such third party to perform any portion of the Contract, Contractor shall notify such third party of the requirements of this Agreement and use best efforts to ensure that such third party complies with the requirements of this Agreement.

Constraints on Access, Use, and Disclosure of Personal Information

In recognition of the foregoing, Contractor and Subcontractor agree and covenant that they shall: (i) keep and maintain all Personal Information in confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) use and disclose Personal Information solely and exclusively for the Purpose for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement and the Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Contractor's own purposes or for the benefit of anyone other than the State, without the State's prior written consent; and (iii) not, directly or indirectly, disclose Personal Information to any person other than the Contractor's authorized individuals who have a defined business need associated with the Purpose, including employees, officers, contractors, subcontractors, agents, or auditors, without express written consent from the State, unless and only to the extent required by government authorities. Should the Contractor and Subcontractor be required to disclose Personal Information to government authorities, the Contractor and Subcontractor shall use best efforts to notify the State before such disclosure or as soon thereafter as reasonably possible, unless such notification is prohibited by applicable Laws.

Contractor and Subcontractor acknowledge and stipulate that the unauthorized access, use, or disclosure of Personal Information by Contractor and Subcontractor or its employees, officers, contractors, or subcontractors, while performing the Purpose pursuant to this Agreement and the Contract would cause irreparable harm to OGB, and in such event, OGB 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 Contractor costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of this Agreement.

Contractor and Subcontractor represent and warrant that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal and state laws, including but not limited to, privacy and data protection laws, regulations, and directives.

Applicable Law and Venue

This Agreement shall be interpreted in accordance with the laws of the State of Louisiana. After exhaustion of any available administrative remedies, the exclusive venue of any action brought with regard to this Agreement shall be in the Nineteenth (19th) Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Information Security

Contractor and Subcontractor shall implement administrative, physical, and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices (including, but not limited to, where applicable, NIST SP 800-111 & NIST SP 800-88), and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with the terms and conditions of this Agreement, the Contract, and all applicable laws, to the extent applicable laws are more stringent.

Contractor and Subcontractor's personnel shall comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>, and externally for materials and property belonging to the State or related to the Contract.

Notification of Security Events

Contractor and Subcontractor shall implement and maintain safeguards and monitoring plans to detect unauthorized access to or use of confidential information and any attempts to gain unauthorized access to confidential information. Contractor shall notify OGB promptly and without unreasonable delay, not more than forty-eight (48) hours after Contractor becomes aware of any suspected or actual event of unauthorized use or disclosure of Personal Information where the security and confidentiality of such information may have been compromised (a "Security Event"). Security Events must also be reported to Louisiana's Information Security Team by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov. Thereafter, Contractor and Subcontractor shall (i) make available all applicable records, logs, files, data reporting, and other materials required by the State to determine the actual exposure of Personal Information and facilitate any breach notification obligations; (ii) use commercially reasonable efforts to prevent a recurrence of any Security Event; (iii) assist and cooperate with OGB in its investigation of the Security Event; and (iv) provide OGB with the name and contact information for an employee of Contractor who shall serve as OGB's primary security contact and shall be reasonably available to assist OGB in resolving its obligations associated with the Security Event. Contractor will provide commercially reasonable assistance to OGB, bear the cost and expense of all notifications and remediation actions, and implement any agreed upon technical remediation.

Indemnification

The Indemnification and Defense requirements stated in the Contract dated _____, and agreed by Contractor shall apply and be in full force and effect for purposes of this Data Sharing Agreement.

Modification and Severability

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

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

[Signatures on the following page]

By the signature of its duly authorized representative below, each party agrees to all of the provisions of this Data Sharing Agreement.

**STATE OF LOUISIANA
OFFICE OF GROUP BENEFITS**

By: _____
Title: _____
Signature: _____
Date: _____

CONTRACTOR

By: _____
Title: _____
Signature: _____
Date: _____

SUBCONTRACTOR

By: _____
Title: _____
Signature: _____
Date: _____

State of Louisiana, Division of Administration, Office of Technology Services

OTS, as information technology services provider for OGB, hereby acknowledges the terms contained in this Agreement, including the confidentiality and safeguarding requirements, and agrees to be bound by same.

By: _____
Title: _____
Signature: _____
Date: _____