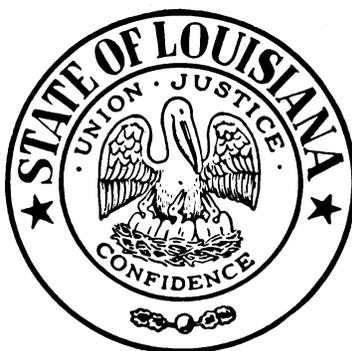


# **REQUEST FOR PROPOSALS**

**FLEXIBLE SPENDING ARRANGEMENT**

**&**

**COBRA ADMINISTRATION SERVICES**



**RFP#: 3000016930**

**Proposal Due Date: May 20, 2021**

STATE OF LOUISIANA  
OFFICE OF GROUP BENEFITS

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## **1 ADMINISTRATIVE AND GENERAL INFORMATION**

### **1.1 Purpose**

The purpose of this Request for Proposal (“RFP”) is to obtain competitive proposals from qualified Proposers who are interested in administering the Flexible Spending Arrangement (“FSA”) plans (general and limited health care and dependent care) and COBRA for health plan options, including, but not limited to, health care FSAs, offered by OGB in accordance with the specifications and conditions specified in this RFP.

The FSA third-party administrator will be responsible for all facets of the day-to-day operational administration including, but not limited to, adjudication and payment of claims, customer service, advisory and compliance services, employee communications, account management, premium billing and collections, as well as reporting.

The COBRA third-party administrator will be responsible for all facets of the day-to-day operational administration including, but not limited to, customer service, advisory and compliance services, employee communications, COBRA notices, account management, premium billing and collections, as well as reporting.

Upon request, the selected contractor(s)/vendor(s) will need to work with one another, the appointed OGB actuary, and/or employees from the Division of Administration to facilitate management of the health plan, flexible benefit plan, and COBRA plan options offered by OGB.

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

### **1.2 Background**

The State of Louisiana, Office of Group Benefits (hereinafter called “OGB” or the “State”) is responsible for the administration and management of state health and welfare benefit programs to over 250,000 active and retired State of Louisiana employees and their dependents, as well as the employees and dependents of certain governmental entities that have elected to participate in the OGB plan of benefits. OGB currently offers self-funded plans (administered by Blue Cross and Blue Shield of Louisiana), a capitated primary care network to OGB Plan Participants enrolled in OGB self-funded Plans other than the Pelican HSA 775 (administered by Access Health, Inc.), a fully-insured Health Maintenance Organization plan (administered by Vantage Health Plan, Inc.), and Medicare Retiree specific fully-insured plans (administered by Extend Health, Vantage Health Plan, Inc., Humana Health Benefit Plan of Louisiana, HMO Louisiana, Inc., and Peoples Health). Offered benefits include health coverage, prescription drug coverage, FSA options, and life insurance.

OGB, as part of the benefit package for participating (active) employees, offers FSA plans which are tax-advantaged financial accounts that can be set up through employers. The FSA allows an employee to set aside a portion of earnings to pay for qualified expenses as established in the FSA plan, most commonly for medical expenses, but often for dependent care or other expenses. These deductions are not subject to payroll taxes and result in payroll tax savings. The administrative fee

rate effective throughout the term of the current contract is \$2.90 per participant per month for FSA plans. For the administrative fee invoice calculation, a participant is an individual who is eligible to receive reimbursement based on the Internal Revenue Code Section 125 cafeteria plan adopted by OGB.

COBRA is offered to OGB health plan participants, who have been termed from health insurance coverage due to resignation, dismissal, employer lay-off, retirement, or other qualifying events. COBRA is also offered to participants in the General-Purpose Flexible Spending Arrangement (“GPFSA”) or Limited-Purpose Flexible Spending Arrangement (“LPFSA”), who have funds remaining in their FSA account. The administrative fee rate effective throughout the term of the current contract is \$.23 per covered employee per month for COBRA. Retirees that are eligible for COBRA and elect COBRA are able to enroll in the COBRA plan offering. OGB intends to include retirees in the COBRA administrative fee payment for the contract effective January 1, 2022. All participants enrolled in COBRA are paying the 2% portion of the COBRA premium. The State is retaining the 2% administrative fee. For COBRA administration, the administrative fee shall be based on the number of employees and retirees enrolled in the OGB health plans at the end of each month.

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

WEX Health, Inc. (formerly, Discovery Benefits, LLC) currently serves as the third-party administrator of FSA and COBRA services, and their contract terminates December 31, 2020. OGB and WEX Health, Inc. have exercised the option to extend the current contract for an additional twelve months, with the same rates and terms. OGB currently offers a GPFSA and LPFSA as well as a Dependent Care Flexible Spending Arrangement (DCFSA). Participants may elect to participate in the FSA during annual enrollment; the specified timeframe for eligible new hires; or with an OGB Plan-Recognized Qualified Life Event (QLE). OGB follows IRS guidelines allowing the maximum annual contribution amounts to the FSA plans. Health coverage and FSA are currently offered to participants spanning seventy-two (72) different payroll systems.

The FSA is currently operated on a calendar year basis, from January 1 through December 31. The full election amount is made available for use by the participant on January 1 of each calendar year for the GPFSA and LPFSA. Participants have a Grace Period of two (2) months plus fifteen (15) days following the end of each calendar year to incur qualifying expenses to be reimbursed from unused benefits remaining at the end of the immediately preceding calendar year and a Run-out Period until April 30 to submit the subsequent reimbursement requests with all necessary supporting documentation. If a request for reimbursement is received prior to the deadline, but additional information to approve the request is required, such additional information may be submitted after April 30. OGB has extended the FSA grace period as follows:

- For the 2019 plan year, OGB has extended the grace period to December 31, 2020;
- For the 2020 plan year, OGB has extended the grace period to December 31, 2021; and,
- For the 2021 plan year, OGB has extended the grace period to December 31, 2022.

If a participant has a balance greater than zero after all reimbursements have been made for the calendar year and/or Grace Period, such balance shall not be carried over to reimburse the

participant for the qualifying expenses during a subsequent calendar year. Any remaining amounts in the participant's account will be forfeited and returned to OGB.

FSA data regarding enrollment and claims expenditures for Calendar Years ("CY") 2018 and 2019 is provided below.

<b>Flexible Spending Arrangement</b>	<b>CY18 Enrollment</b>	<b>CY18 Claims Paid</b>	<b>CY19 Enrollment</b>	<b>CY19 Claims Paid</b>
General-Purpose	6156	\$9,018,317.76	6092	\$9,186,621.04
Limited-Purpose	81	\$96,873.19	85	\$105,780.48
Dependent Care	434	\$1,504,985.58	439	\$1,545,429.59

**Note: FSA data includes specification data furnished by the incumbent contractor.**

COBRA data regarding enrollment for Calendar Years ("CY") 2018 and 2019 is provided below.

<b>CY 2018 Letters Description</b>	<b>Quantity</b>
45 Day Notice With 1 <sup>st</sup> Premium Month Paid	11
45 Day Notice With No Payment	106
45 Day Notice With Partial Payment	7
45 Day Notice With Partial Payment (insignificant payment amount)	1
COBRA General Rights Notice	5,695
COBRA Specific Rights Notice Letter	12,279
COBRA Termination Notice	337
Conversion Option Notice	68
Disability Extension Confirmation Notice	3
Disability Extension Denial Notice	2
Enrollment Confirmation Notice	293
Insignificant Payment Notice	17
Medicare Notice	16
Partial Payment Notice	97
Plan Change Notice	2,625
Qualified Beneficiary Premium Coupon Book	66
Reinstatement Notice	16
Takeover Notice	3
Unprocessed Payment Notice Generic	9
Voided Payment Notice	19
<b>Total CY 2018 Letters</b>	<b>21,670</b>

<b>CY 2019 Letters Description</b>	<b>Quantity</b>
45 Day Notice With 1st Premium Month Paid	1
45 Day Notice With No Payment	125
45 Day Notice With Partial Payment	2
COBRA General Rights Notice	5,795
COBRA Specific Rights Notice Letter	12,164
COBRA Termination Notice	324
Conversion Option Notice	84
Disability Extension Denial Notice	1
Enrollment Confirmation Notice	288
Insignificant Payment Notice	10
Medicare Notice	14
Partial Payment Notice	94
Plan Change Notice	2063
Qualified Beneficiary Premium Coupon Book	11
Reinstatement Notice	10
Takeover Notice	1
Unprocessed Payment Notice Generic	6
Voided Payment Notice	32
45 Day Notice with Partial Payment	2
<b>Total CY 2019 Letters</b>	<b>21,027</b>

**Note: COBRA data includes specification data furnished by the incumbent contractor.**

Information regarding OGB’s FSA and COBRA plans can be found by accessing the website listed below.

<https://info.groupbenefits.org/>

<https://info.groupbenefits.org/docs/OGBforms/QL/2019/HEALTHandFSAQLEs82719FinalVersionupdated.pdf>

### **1.3 Goals and Objectives**

1. To ensure accurate and timely FSA and COBRA administration.
2. To obtain a competitive financial arrangement with effective third-party FSA and COBRA administration.

### **1.4 Term of Contract**

The term of any Contract resulting from this RFP shall begin on or about January 1, 2022, and is anticipated to end on December 31, 2024. The state shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, OGB may also exercise the option to extend the Contract for additional periods of time at the same rates, terms and conditions of the initial Contract term; such additional periods of time shall not exceed a total of twenty-four

(24) months. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend Contract terms beyond the initial 3-year term. The total Contract term, with extensions, shall not exceed five (5) years. The continuation of the Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

## **1.5 Definitions**

**Account Management Team** – Contractor’s staff assigned to OGB which includes a dedicated Account Executive, Implementation Manager, COBRA Operations Manager, and Customer Service Manager. Contractor’s staff assigned to OGB will also include a Privacy Officer, Financial Analysis, Senior Operations Specialist, Compliance Analyst that is not required to be exclusively dedicated to OGB. The Account Executive must have at least one (1) back-up staff member designated to handle the overall responsibility of OGB.

**Agency** – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

**COBRA** – Consolidated Omnibus Budget Reconciliation Act.

**Contractor** – Any person having a contract with a governmental body, the selected Proposer,

**CY** – Calendar Year.

**CSR** – a Customer Service Representative.

**Dependent Care Flexible Spending Arrangement (DCFSA)** - the Flexible Spending Arrangement option that permits a participant to set aside pre-tax money to pay for dependent care expenses for young children under age thirteen (13) in daycare and elderly or disabled dependents, who cannot care for themselves and spends at least eight (8) hours in one’s household.

**Discussions-** for the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

**DOA-** Division of Administration.

**FSA** – Flexible Spending Arrangement plans.

**General-Purpose Flexible Spending Arrangement (GPFSA)** – the Flexible Spending Arrangement option that permits a participant to contribute to an account for pre-tax reimbursement of certain qualifying medical care expenses.

**Grace Period** - the 2 months plus 15 days immediately following the end of a plan year when participants may incur qualifying expenses to be reimbursed from their respective unused FSA benefits remaining at the end of the immediately preceding plan year in accordance with IRS Notice 2005-42 or any amendment thereof.

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

**IRS** – Internal Revenue Service.

**JLCB** – Joint Legislative Committee on the Budget.

**Limited-Purpose (Dental/Vision) Flexible Spending Arrangement (LPFSA)** - the Flexible Spending Arrangement option that permits a participant to contribute to an account for pre-tax reimbursement of certain qualifying medical care expenses and to maintain one's Health Savings Account eligible individual status.

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

**OGB Plan-Recognized Qualified Life Event (QLE)** – one or more of the OGB Plan-Recognized Qualified Life Events for FSA purposes recognized by OGB from time-to-time.

**OSP** – Office of State Procurement.

**Plan** – OGB's defined health benefit plan pursuant to which Covered Benefits are provided to Plan Participants.

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

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

**PPACA** – the Patient Protection and Affordable Care Act.

**Proposal** – a response to a RFP.

**Proposer** – a firm or individual who responds to this RFP.

**RFP** – Request for Proposal.

**Run-out Period** – the time period immediately following the Grace Period, ending on April 30, when participants may submit qualifying expenses incurred during the preceding plan year and/or Grace Period for reimbursement from their respective unused FSA benefits remaining at the end of the immediately preceding plan year.

**Shall, Must, and Will** – the terms “shall”, “must”, and “will” denote mandatory requirements.

**Should, May, and Can** – the term “should”, “may”, and “can” denote a desirable action.

**State**- the term “State” shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.

**Using Agency**- the term “Using Agency” shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.

## 1.6 *Schedule of Events*

EVENT	DATE
RFP advertised in newspapers and post to LaPAC	April 15, 2021
Deadline for receipt of written inquiries	4:00 PM CT, April 22, 2021
Deadline to answer written inquiries	May 6, 2021
Deadline for receipt of proposals	4:00 PM CT, May 20, 2021
ALL PROPOSALS SHALL REMAIN SEALED UNTIL THE DATE AND TIME LISTED	
Presentations and Discussions (if applicable)	Time, Date, and Location to be determined
Notice of intent to award announcement, and 14-day protest period begins, on or about	TBD
Contract execution, on or about	January 1, 2022

**NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by issuance of an addendum to the RFP.**

## 1.7 *Proposal Submittal*

Firms or individuals who are interested in providing services requested under this RFP must submit a Proposal containing the mandatory information specified in the section. The Proposal must be received in hard copy (printed) version by the OGB RFP Coordinator/Blackout Period Contact on or before the date and time specified in the Schedule of Events. Facsimile (“FAX”) and electronic mail (“e-mail”) submissions shall not be acceptable. Proposers mailing their Proposals should allow sufficient mail delivery time to ensure receipt of their Proposal by the time specified. The Proposer should label Proposal submissions as follows:

Flexible Spending Arrangement and COBRA Administration Services RFP

Proposer’s Name

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

OGB RFP Coordinator/Blackout Period Contact

Office of Group Benefits

1201 N. 3rdStreet

Claiborne Building, Suite G-159

Baton Rouge, LA 70802

The responsibility solely lies with each Proposer to ensure 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.

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

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

Proposers must meet the following Mandatory Qualifications prior to the deadline for receipt of Proposals:

- Five (5) continuous years of experience providing FSA administration services.
- Account Executive must have at least one (1) back-up staff member designated to handle the overall responsibility of OGB.

Proposers should provide the following supporting documentation:

- A brief statement confirming that the Proposer meets or exceeds each listed Mandatory Qualification.

OGB reserves the right to request additional information to support that Mandatory Qualifications have been met by the Proposer prior to the deadline for receipt of Proposals.

### **1.8.2 *Desirable Qualifications***

It is desirable that Proposers and Proposer's proposed Account Management Team should meet the following qualifications prior to the deadline for receipt of Proposals:

- Five (5) continuous years of experience providing COBRA administration services.
- Each member of the Account Management Team should have at least five (5) or more years of day-to-day experience administering FSA and COBRA benefits.

Proposer should provide a brief statement confirming that the Proposer meets or exceeds Section 1.8.2 Desirable Qualifications, and provide any documentation supporting that the Desirable Qualification is met.

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

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

### **1.9.1 *Cover Letter***

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

### **1.9.2 *Table of Contents***

The proposal should be organized in the order contained below.

### **1.9.3 *Executive Summary***

This section serves to introduce the scope of the proposal. It shall include administrative information including, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least one hundred eighty (180) calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet OGB's overall requirements in the timeframes set by OGB.

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 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 IV**, 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. 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.

#### **1.9.4 Company Background, Financial Condition and Experience**

The Proposers should give a brief description of their company, including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited. Additionally, the Proposer should include responses to all questions in Attachment VI, Company Background and Experience Technical Questionnaire.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in providing FSA and COBRA services with other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposer should provide a listing of any and all notices of deficiency, cease and desists, notice of termination for cause, litigation and/or arbitration related to the performance of FSA and/or COBRA services within the State of Louisiana and the status or outcome of the matter that has occurred or was in any way ongoing within the past five (5) years. This includes current/on-going performance that is complete to 70% or greater.

**OGB/State may consider any relevant information about any Proposer known to OGB including any non-compliance actions.**

Proposer should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section. Proposers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Proposer section.

#### **1.9.5 Approach and Methodology**

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

The Proposer should:

- Describe its understanding of the nature of the Scope of Services and how its Proposal will best meet the needs of OGB.
- Define its functional approach in providing the services.

- Define its functional approach in identifying the tasks necessary to meet requirements.
- Provide a proposed project work plan that includes implementation plans that fully detail all tasks necessary to begin performance of the contract on January 1, 2022, 12:00 AM CT, IT/data file feed implementation, account management strategy, approach and methodology to be followed in providing the services, all other tasks and services to be performed as well as the responsible party and expected dates of completion.
- Identify areas of project risk and procedures to mitigate risks associated with implementation.
- Describe process for assuming COBRA administration from the incumbent contractor.
- Describe process for assuming Grace Period or Run-Out claims from the incumbent contractor.
- Describe current procedures in place to handle Protected Health Information (“PHI”) and Personally-Identifiable Information (“PII”).
- Describe Proposer’s customer service program including hours of operations, location(s), training plan to ensure understanding of OGB’s benefit plan design and QLEs, scoring tool, production expectations (i.e., number of calls per day, time spent in available status, etc.), production metrics, staffing ratio, and available services to handle a diverse population.
- Describe the approach to project management and quality assurance for implementation and administration of FSA and COBRA services.
- Describe the strategy for ensuring internal fiscal controls will be effective for preventing fraud and abuse.
- Include responses to all questions in **Attachment V**, Approach and Methodology Technical Questionnaire.
- Include sample file layout specifications for the following: 1) new hire file (new hires eligible for health coverage); 2) FSA enrollment (enrolled FSA participants and election amounts); and 3) FSA substantiation (medical and pharmacy claims for FSA participants).
- Present innovative concepts for consideration.

### **1.9.6 Proposed Staff Qualifications**

The Proposer should provide detailed information about the experience and qualifications of the Proposer's dedicated Account Management Team, including but not limited to, the assigned dedicated Account Executive, Implementation Manager, Financial Analysis, Senior Operations Specialist, Compliance Analyst, COBRA Operations Manager, and Customer Service Manager, as well as any other personnel considered key to the success of the project. Contractor’s staff assigned to OGB will also include a Privacy Officer that is not required to be exclusively dedicated to OGB. The Account Executive must have at least one (1) back-up staff member designated to handle the overall responsibility of OGB

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. This should also specifically include 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. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes. Also, the Account Executive must have at least one (1) back-up staff member designated to handle the overall responsibility of OGB. The Proposer should demonstrate that their staff and/or subcontractor(s) have the necessary experience and knowledge to successfully perform the services listed in Section 2, Scope of Services. Individual resumes should be provided for the Account Management Team and any other assigned personnel considered key to the success of the project and include information detailing education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities.

Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section.

Proposers should clearly describe their ability to exceed the qualifications described in the Desired Qualifications for Proposer section.

#### **1.9.7 Veteran and Hudson Initiative Programs Participation**

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

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

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

In RFPs requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor

in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

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

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

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

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

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

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

<http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:

<https://smallbiz.louisianaeconomicdevelopment.com>

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

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

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

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

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

### **1.9.8 Cost Proposal**

The Proposer shall provide an administrative monthly fee for each of the four categories listed in **Attachment VII**, Cost Proposal Template. Each administrative monthly fee proposed shall be inclusive of all services to be provided by the Proposer for each category, including travel and all contract-related expenses.

All cost information must be provided within **Attachment VII**, Cost Proposal Template. **Any deviation to the template will result in the proposal being deemed nonresponsive and it will not be considered for award.**

For FSA administration cost scoring, the proposed fixed monthly administrative fee will be multiplied by the estimated number of FSA participants, as provided in Section 1.2, to determine the cost for each of the three categories (General-Purpose, Limited-Purpose and Dependent Care). The costs identified for each of the three categories will be added together to determine the total FSA cost.

For COBRA administration cost scoring, the proposed fixed monthly administrative fee will be multiplied by the estimated number of employees and retirees enrolled in OGB health plans, as provided in Section 1.2, to determine the total COBRA cost.

Each cost component (i.e., FSA and COBRA administration) will be scored separately.

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

The rates proposed in response to this RFP shall be guaranteed for the term of the contract. OGB requires the same or lower negotiated rates for the entire contract term and any option period.

For informational purposes only, the Proposer should provide for the project's proposed staff: the total estimated number of hours by job classification, the billing rate by classification, hourly rate or unit cost and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

### **1.9.9 Certification Statement**

The Proposer must sign and submit **Attachment I**, the Certification Statement.

### **1.9.10 Outsourcing of Key Internal Controls**

The Proposer shall provide information regarding the company's last audit, to include any SOC reports resulting from a Statement on Standards for Attestation Engagements No. 18 (SSAE 18). The cost of such audits shall be borne by the Proposer.

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

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

- One (1) Original (clearly marked "Original") and five (5) numbered copies of the Technical Proposal. **All should be clearly marked "Technical Proposal."**
- Six (6) portable drives of the entire Technical Proposal in both PDF and Word formats. **All should be clearly marked "Technical Proposal."**

- One (1) Original (clearly marked “Original”) and two (2) numbered copies of the Cost Proposal. **All should be clearly marked “Cost Proposal.”**
- Three (3) portable drives of the entire Cost Proposal in both Word and Excel formats. **All should be clearly marked “Cost Proposal.”**
- If applicable (see Section 1.13), Proposer should also submit two (2) portable drives of the electronic redacted versions of the Proposal. **All should be clearly marked “Redacted.”**

At least one 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 the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

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

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

### **1.12 Legibility/Clarity**

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

### **1.13 Confidential Information, Trade Secrets, and Proprietary Information**

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

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

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

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

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

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY.”. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.

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

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

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

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

## **1.14 Proposal Clarifications Prior to Submittal**

### **1.14.1 Pre-proposal Conference**

OGB will not hold a pre-proposal conference.

### **1.14.2 Proposer Inquiries**

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

OGB will 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 date and time specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only the OGB RFP Coordinator/Blackout Period Contact or designee has the authority to officially respond to a Proposer's questions on behalf of the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/index.aspx>. In that LaPAC provides an immediate email notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive email notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: [https://lagovvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagovvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

Help scripts are available on OSP website under vendor center at: <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

### **1.14.3 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 any contractor of the OGB/State involved in any step in the procurement process about the affected procurement. The blackout period not only applies to state employees, but also to any contractor of the State. "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, as per Proposer Inquiries section of this RFP. 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 contractor, the OGB/State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the OGB/State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer or state contractor who violates the Blackout Period may be liable to OGB and the State in damages and/or subject to any other remedy allowed by law.

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:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process;
- 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.

### **1.15 Errors and Omissions in Proposal**

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

### **1.16 Changes, Addenda, Withdrawals**

OGB/State 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:

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

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

### **1.17 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 withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

### **1.18 Waiver of Administrative Informalities**

OGB/State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

### **1.19 Proposal Rejection/RFP Cancellation**

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

### **1.20 Ownership of Proposal**

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

## **1.21 Cost of Offer Preparation**

OGB/State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by OGB or the State.

## **1.22 Taxes**

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

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

## **1.23 Determination of Responsibility**

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

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

## **1.24 Use of Subcontractors**

OGB/State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This

general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, Proposer shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall 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, if requested by the State. The prime Contractor shall be the single point of contact for all subcontract work.

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

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

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

### **1.26 Acceptance of Proposal Content**

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

### **1.27 Evaluation and Selection**

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

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, and/or preparation of cost score data.

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

OGB/State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist OGB/State in clarifying the scope of work or to obtain the most cost-effective pricing, performance guarantees, and other negotiable terms available.

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

## **1.29 Contract Award and Execution**

OGB/State reserves the right to enter into a Contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to enter into a contract for all or a partial list of services offered in the proposals.

In conformance with Section 1.40 Entire Agreement/Order of precedence, the RFP, including any addenda added, and the selected proposal shall become part of the Contract initiated by OGB/State.

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

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

## **1.30 Notice of Intent to Award**

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

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

The Proposals received (except for that information appropriately designated as confidential or trade secret in accordance with La. R.S. 44.1, *et. seq.*), scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, to the Chief Procurement Officer, within fourteen (14) calendar days after the agency issues a Notice of Intent to Award contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

## **1.31 Right to Prohibit Award**

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

## **1.32 Insurance Requirements for Contractors**

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.

### **1.32.1 CONTRACTOR'S INSURANCE**

For the duration of the contract, the Contractor shall purchase and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the total contract amount.

### **1.32.2 MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **3. Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

#### **4. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### **5. Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the OGB. The Contractor shall be responsible for all deductibles and self-insured retentions.

**C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

- a. The OGB, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) and CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

**D. ACCEPTABILITY OF INSURERS**

- 1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
- 2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

**E. VERIFICATION OF COVERAGE**

- 1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
- 2. The Certificate Holder Shall be listed as follows:  
  
State of Louisiana  
Office of Group Benefits, Its Officers, Agents, Employees and Volunteers  
Address, City, State, Zip  
Project or Contract #:
- 3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
- 4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not

relieve the Contractor from any liability or indemnification under the Contract.

## **F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

## **G. WORKERS COMPENSATION INDEMNITY**

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

### **1.33 Duty To Defend**

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

### **1.34 Liability and Indemnification**

#### **1.34.1 Contractor Liability**

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

#### **1.34.2 Force Majeure**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be

liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

### **1.34.3 Indemnification**

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

### **1.34.4 Intellectual Property Indemnification**

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

### **1.34.5 Limitation Limitations of Liability**

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

#### **1.34.6 Other Remedies**

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

### **1.35 Payment**

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

The methods of payment may be via (i) EFT, a method in which payment is sent directly from the State's bank to the payee's bank. See **Attachment III**, Electronic Funds Transfer Solution, for additional information regarding electronic payment methods and registration.

Within five (5) business days after the end of each month, Contractor will invoice OGB monthly for payment of all administrative fees and charges earned by Contractor set forth in RFP **Attachment VII: Cost Proposal Template**, unless lower fees are negotiated. For billing purposes, FSA participant counts will be determined on the last business day of each month. Participants losing eligibility to receive FSA reimbursement after the first business day of the month are included in the count for that month's billing. The amount of administrative fees paid will be based upon the number determined by OGB's eligibility system using the contracted rate. For COBRA administration, the administrative fee will be based on the number of employees and retirees enrolled in the OGB health plans at the end of each month. The amount of administrative fees paid will be based upon the number determined by OGB's eligibility system using the contracted rate. Upon validation of the invoice for administrative fees, OGB shall render payment of undisputed amounts within thirty (30) days of receipt of invoice.

#### **1.34.1 Electronic Vendor Payment Solutions**

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the

payee's bank. Please see Attachment III for additional information regarding electronic payment methods and registration.

## **1.36 Termination**

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

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

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

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

The State may terminate the Contract at any time without penalty by giving thirty (30) calendar 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.

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

The continuation of the contract shall be 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.

## **1.37 Assignment**

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. 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 State.

### **1.38 Right to Audit**

The State legislative auditor, federal auditors and internal auditors of the Office of Group Benefits, Division of Administration or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

### **1.39 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and 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 the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

### **1.40 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or, obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State, at the Contractor's expense and are referred to herein as "Records."

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

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

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

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

### **1.42 Contract Modifications**

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

### **1.43 Substitution of Personnel**

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

### **1.44 Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **1.45 Claims or Controversies**

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

### **1.46 Code of Ethics**

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

### **1.47 Corporate Requirements**

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

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

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

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

## **1.49 Security**

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.

### **1.49.1 CYBERSECURITY TRAINING**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

## **2 SCOPE OF SERVICES**

### **2.1 Scope of Services**

The Contractor shall provide the following services:

- Proactive support in responding to plan participants;
- Educate employees on the advantages of FSAs and communication of available benefits with the goal of maximizing program enrollment;
- Notify plan participants of key plan deadlines, including but not limited to, end of plan year, end of grace period, and end of run out. A separate notification shall be sent for each deadline;
- Solid operational performance, demonstrated by timely adjudication and payment of claims, validation of purchases, and reliable and accurate information of participant accounts; customer service; and,

- COBRA administration in compliance with all OGB and regulatory requirements.

## 2.2 Tasks and Services

The Contractor must possess the knowledge, capability, and resourcefulness to effectively provide Flexible Spending Arrangement services in accordance with all federal, state, and any other applicable laws, regulations, policies, OGB requirements, etc. The Contractor will be responsible for successfully transitioning (in conjunction with OGB and the incumbent contractor) to being the party responsible for completing all required services. The Contractor shall provide competent and qualified staff to work on the scope of services under the Contract.

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

At a summary level, these tasks include:

1. Implementation/Transition of FSA and COBRA Administration Services;
2. General Support Services;
3. FSA Administration Services; and
4. COBRA Administration Services.

Below is a list of minimum services the Contractor shall be responsible for providing pursuant to the Contract resulting from this RFP:

### Task 1: Implementation Services

1. Assign a dedicated implementation team to manage the implementation process and the transition of services from the incumbent contractor.
2. Work with OGB and incumbent contractor to transfer competencies and operational expertise essential to administering OGB's FSA plans and COBRA with minimal interruption to Plan Participants.
3. Provide an implementation credit to OGB in the amount of \$50,000 to offset OGB's expense associated with the RFP, transition, and ongoing services. In no case shall OGB be required to repay all or a portion of the used or unused implementation credit. Contractor will track such services and provide OGB a quarterly report, upon request, of current utilization and remaining balance, if any, of the implementation credit. Such credits applied to the implementation credit of \$50,000.00 for the RFP, transition, and ongoing service will be mutually agreeable to OGB and Contractor. Any remaining balance will not expire and will be available for use during the term of this Contract and any subsequent amendments to or extensions of the Contract.
4. Facilitate system programming including, but not limited to, data collection from OGB; file transfer set-up between OGB and Contractor; and data transfer and mapping. If Contractor requires file mapping and/or subsequent updates, this service will be provided by Contractor at no additional cost to OGB. **Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The**

**encrypted file(s) must have an extension of “pgp.” The encryption key must have an expiration of no longer than five (5) years from the creation date and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.**

5. Provide file data in a layout format designated by OGB. Contractor will need to accept OGB’s standard file layout. File layouts will be provided at no cost to OGB. **The file transfer protocol and the file encryption must meet OTS Information Security Requirements as posted in the OTS Information Security Policy. Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of “pgp.” The encryption key must have an expiration of no longer than five (5) years from the creation date, key strength is highly suggested 4096 with a minimum allowed 2048, key must include a valid email address and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.**
6. Conduct project status implementation meetings with the Contract Monitor on-site, or via teleconference.
7. Perform comprehensive systems testing and quality assurance audits, with results reported to OGB prior to the “Go-Live” date, at no additional cost.
8. Ensure successful and timely completion of all tasks necessary to begin performance of the Contract on January 1, 2022 at 12:00 am CT.

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

1. Adhere to all provisions outlined and requested in the **Attachment V: Approach and Methodology Technical Questionnaire** and **Attachment VI: Company Background and Experience Technical Questionnaire**.
2. Provide knowledgeable staff to attend statewide annual/special enrollments and any other informational meetings as requested by OGB, at Contractor’s expense. Staff in attendance at statewide annual/special enrollments and informational meetings must be Contractor’s employees not subcontractors.
3. Provide an Account Executive and/or Operational Account Manager who will provide day-to-day management of project tasks and activities, coordination of Proposer’s employees, and possess the technical and functional knowledge to direct all aspects of the project. The Account Executive and/or Operational Account Manager who is knowledgeable about all aspects of the FSA Plan and COBRA administration and is accessible by phone or email during regular working hours to address issues posed by the OGB staff. The Account Executive must have at least one (1) back-up staff member designated to handle the overall responsibility of OGB. When the Account Executive will be out of the office for more than eight hours, the designated back-up staff member will be in the office and available to address all questions and report requests during the Account Executive’s absence. The designated back-up staff member will be identified by name, and phone number prior to the account representative leaving the office.

4. Provide advisory and compliance services to OGB regarding actual or pending state and federal laws, regulations, policies, procedures and potential impact to FSA and COBRA administration.
5. Meet with OGB staff onsite or via teleconference, on a quarterly basis to review and evaluate program administration.
6. Provide 24/7 access to an online portal in compliance with the Patient Protection Affordable Care Act (“PPACA”) Section 1557 and any other regulatory requirement, except for scheduled maintenance to FSA, and OGB for activities such as claim submission, account monitoring (i.e., approved claims, pending claims, election amount, available balance, etc.), plan benefits and eligibility information, payment history, communications requested and approved by OGB, as well as any other information required by state and federal laws. Reporting capabilities are required for OGB. This online portal must include adequate encryption to guarantee protection of the participant’s privacy and confidential data (i.e., PHI, personal data, and banking information, as applicable). All outages in excess of one (1) hour should be promptly reported to the Contract Monitor.
7. Provide a website that is specific to OGB that is in compliance with all applicable anti-discrimination laws and the Patient Protection Affordable Care Act (“PPACA”) Section 1557 and any other regulatory requirement.
8. Maintain a service disruption plan or procedure to continue customer service activities and all other business operations when existing service is temporarily unavailable due to either scheduled or unforeseen events (i.e., repairing/restoring utility or power supply, upgrading phone systems, and other events). OGB must be notified in advance for scheduled disruptions and within twenty-four (24) hours of occurrence for other events not related to the online portal.
9. Investigate any suspicious activity, related to administration of FSA and COBRA, which it believes to be fraudulent or abusive whenever detected by Contractor or brought to the attention of the Contractor by OGB or other persons. Contractor shall have established procedures to aggressively monitor and proactively search for cases and potential cases of fraud and abuse including providing OGB with a quarterly report of fraud activities and discoveries relating to the contract.
10. Administration of FSA for participants from at least seventy-two (72) payroll systems within the State of Louisiana. The successful proposer will not be required to interface with 72 payroll systems, but is only required to interface with OGB’s system.
11. Furnish a dedicated toll-free telephone number for incoming customer service calls in compliance with the PPACA Section 1557, including telephone technology for the hearing impaired and multi-lingual support. The call center must be staffed and available to receive calls Monday through Friday from 8:00 am to 5:00 pm, Central Standard Time (“CT”).
12. Upon request of the Plan Participant, provide printed materials in a medium widely accepted and in compliance with all applicable anti-discrimination laws.
13. Provide all printed material in electronic format with final version submitted to OGB in PDF file format.

14. Assist OGB in complying with grievance and appeal procedures. The Contractor will be responsible for resolution of appeals in accordance with all applicable law.
15. Upon OGB request, the Contractor will be required to work with the appointed OGB actuary, other selected OGB contractors, employees from the Division of Administration, and the OGB staff for management of the program.
16. Notify the applicable state authority (i.e., state treasurer, etc.) and escheat any unclaimed property upon the expiration of the statutory time period for escheatment.
17. Upon request, provide digital recordings of phone calls within two (2) business days of request.

### **Task 3: FSA Administration Services**

1. Subject to OGB's customization and approval, Contractor will prepare and distribute all FSA materials, including but not limited to customized educational materials; claim processes and forms; debit cards which shall include a customized welcome kit that provides FSA coverage information and a website link to the OGB Flexible Benefits plan summary; covered expenses; explanations of reimbursements and denials of reimbursements; appeals procedure, and monthly account statements for annual/special enrollment and FSA participants. All health care FSA communications must be in compliance with PPACA Section 1557. Contractor will be responsible for all costs associated with producing, printing, distributing, and mailing such materials using first-class mail. All printed material shall be provided in electronic format with final version submitted to OGB in PDF file format.
2. Provide a secure online portal to accept individual contribution files and termination notifications from participating agencies and OGB.
3. Process and verify claims requests in accordance with the plan design of OGB, all applicable mandatory provisions of the Internal Revenue Code governing such arrangements, including Section 125 (Cafeteria Plans) and any other applicable regulations, rules, and guidance issued by the Internal Revenue Services ("IRS").
4. Provide and maintain reliable and accurate information of plan participant FSA accounts for purposes of substantiating FSA expenditures and for purposes of curing ineligible expenses. This includes but is not limited to maintaining and updating plan participant information such as employment/agency records. At OGB's request, Contractor will provide the plan participant FSA account information to OGB as ad hoc reporting.
5. Recoup funds from participants who have failed to provide documentation needed to substantiate the claim(s) for debit card transactions.
6. Recoup funds from participants who have provided documentation that does not substantiate claim(s) for debit card transactions.
7. Establish and maintain files on all FSA participants. The files on all FSA participants should include but not be limited to:
  - claims paid and/or denied,
  - accurate account balances,

- timely activation and deactivation of debit cards,
  - responses to participant inquiries, and
  - notice of action(s) taken.
8. Notify participants, in writing, of the reason for denial of any claim.
  9. Provide the option for reimbursements using either check or direct deposit to the participant's account.
  10. Provide participants with a debit card option to pay for eligible claim expenses. Debit cards, including replacement cards, will be provided to FSA participants and made available for spouse/dependents upon request, at no charge.
  11. Provide FSA debit card holders with real-time emails of debit card transaction notifications. The notification should include, but is not limited to: transaction is fully substantiated, no further action is necessary; transaction is not fully substantiated, please submit documentation; reminder that a transaction is not fully substantiated, card holder has "x" number of days to submit documentation; or card holder has failed to submit substantiation, card is deactivated. Contractor shall prepare, print, and distribute letters to debit card holders with the above information when the debit card holder does not have an email address. Any such notifications must be in compliance with PPACA Section 1557.
  12. Provide a funding notification to OGB detailing the approved claims and debit card transactions scheduled for reimbursement to receive FSA contributions from OGB. Contractor may request daily or weekly transfer of funds for debit card transactions and approved claims. **Under no circumstance will OGB prefund the Contractor's account.**
  13. Establish and maintain a separate depository account to hold funds provided to Contractor by OGB for payment of plan benefits. Upon termination of this contract, Contractor shall return all OGB funds remaining in the account within sixty (60) calendar days.
  14. Prepare, print and mail FSA account statements to participants on a quarterly basis showing funds contributed, claims paid, and claims received but not paid. Contractor may distribute account statements electronically if participant elects such method of transmission. All such communications must be in compliance with PPACA Section 1557.
  15. Prepare, print, and mail end-of-plan-year warning notices to participants regarding Grace Period and Run-Out Period for claim submission and subsequent forfeiture of any remaining contributions. Contractor may distribute notices electronically if participant elects such method of transmission. Participant's election to receive notices electronically must be documented and retained. OGB reserves the right to request copies of the participant's election.
  16. Reconcile funds and prepare monthly accounting statement including funds received, amount of claims paid by plan, plan year, amount of substantiated and unsubstantiated claims, account balance, and expense detail.
  17. Perform semi-annually all federally required Section 125 nondiscrimination tests, reporting, filing, and amendments as required by law. These services include accepting nondiscrimination spreadsheets from each OGB agency participating in OGB coverage,

performing the testing services, and providing resulting semi-annual nondiscrimination testing results to OGB.

18. Recommend steps to bring FSA plans in compliance if any plan fails any one of the federally required Section 125 nondiscrimination tests and assist OGB with implementation of any corrective action.
19. Administer eligible Grace and Run-Out Periods and process run-on claims for the incumbent contractor, if requested by OGB.
20. Administer eligible Grace Period and process subsequent run-off claims each calendar year. At OGB's request, the handling of such claims may be transitioned to a successor appointed by OGB prior to the end of the run-off period, and the Contractor shall cooperate fully in transitioning such services to any successor appointed by OGB.
21. Assist OGB with development of related employee benefit policies, procedures, and summary plan documents and ensure all such documents remain in compliance with all applicable regulations.
22. Provide paper notices to plan participants whose emails bounce back.
23. Provide outreach to enrolled OGB agencies when Contractor receives notice that there are no plan participant contributions submitted for plan participants that are enrolled in health and limited FSA plans. This service includes monitoring account balance detail reports that is submitted to Contractor and sending alerts and written notices to OGB agencies when there is no contribution listed for enrolled plan participants.

#### **Task 4: COBRA Administration Services**

1. Administer all aspects of COBRA, including special limited health care FSA plans, as required by the U.S. Department of Labor and any other applicable federal or state agency, including compliance with all applicable state and federal regulations. Contractor will also handle federally subsidized COBRA benefits.
2. Prepare, print, and mail all COBRA communications (i.e., COBRA specific rights notice letter, QLE notice, election notice/enrollment applications, premium billing, cancellation notices, rate change letters, termination letters, unavailability, delinquent payments, payment deadlines, etc.) using first-class mail. All communications are subject to approval and customization by OGB prior to distribution. Contractor will be responsible for all costs associated with producing, printing, and mailing of such communications. All COBRA communications must be in compliance with PPACA Section 1557, <https://www.gpo.gov/fdsys/pkg/PLAW-111publ148/pdf/PLAW-111publ148.pdf>.
3. Provide technical guidance and administrative support to OGB regarding compliance with COBRA regulations and any other pertinent federal laws, rules, and regulations.
4. Determine eligibility of terminated employees and/or COBRA participants and the length of COBRA continuation coverage for second QLEs.
5. Track eligibility, elections, payments, cancellation dates due to nonpayment and/or expiration dates and timely notify OGB of such.

6. Invoice, collect and maintain premium payment records for COBRA participants and remit payments to OGB, including the two percent (2%) administration fee, with a premium remittance report on a monthly basis. Do not report to OGB as paid any participant that did not remit the required payment amount.
7. Maintain communications with COBRA Participants concerning eligibility for Medicare, Plan changes, and/or premium changes.
8. Resolve all servicing issues related to the administration of services, including premium received and remitted, enrollment elections and discrepancies, address changes, etc.
9. Accommodate various COBRA premium payment structures that OGB currently has in place. **OGB currently offers multiple medical plans with more than one (1) carrier.**
10. Determine cancellation dates due to nonpayment or expiration of coverage.
11. Submit electronic eligibility files and premium payments to OGB and its benefit administrators using an agreed upon schedule.
12. Offer additional insurance offerings through the marketplace for COBRA participants.
13. Implement and administer the current COBRA plans by January 1, 2022.
14. Provide OGB with the ability to run standard reports such as the following: detailed participant reporting, termination reporting, QLE reporting, new hire COBRA notices mailed each month, individuals who elect and decline continuation coverage per month, and Medicare eligible participants.
15. Provide integrated COBRA systems that generate both health and FSA COBRA notices for applicable QLE. The FSA COBRA notices will utilize information maintained in the Contractor's FSA system.

### 2.3 Deliverables

The deliverables listed in this section are the minimum required from the Contractor. Additional deliverables may be included at the time of Contract award or as mutual agreed upon.

The Contractor shall provide the following deliverables:

Deliverable	Description	Frequency of Submission
<b>General</b>		
Independent Assurances	Contractor and its subcontractors performing key delegated functions shall each supply OGB with an exact copy of the SOC 1, Type II report and/or SOC 2, Type II report (as agreed by OGB) resulting from the SSAE 18 engagement or other assurances as described in Section 45 of Attachment II: Sample Contract.	No later than September 30 of each calendar year.

<b>Deliverable</b>	<b>Description</b>	<b>Frequency of Submission</b>
Unclaimed Property	A copy of the documentation provided to the applicable state authority for escheatment of unclaimed property.	Within thirty (30) calendar days from submission.
Fraud and Abuse	Report detailing the financial impact of identified fraud and abuse.	Within thirty (30) calendar days after the close of each quarter.
Performance Guarantees	A detailed monthly report including metrics for the performance guarantees set forth in the contract.	Within thirty (30) calendar days after the close of each month.
Grievance Log	A detailed report listing all appeals and grievances filed during the month and the current status of each.	Within fifteen (15) calendar days after the close of each month.
Ad Hoc Reports	Client-specific ad hoc reports that will include data related to Contractor’s operating performance under the contract.	Within thirty (30) calendar days of request from OGB.
<b>FSA Administration</b>		
FSA Contribution Replenishment Report	Detailed listing in a mutually agreeable format of approved claims and debit card transactions scheduled for reimbursement.	Within the established timeframe agreed upon between Contractor and OGB.
FSA Accounting Statement	FSA accounting statement including name, identification number, election amount, claim type (i.e., manual, debit card transaction, etc.), contribution amounts received from OGB and paid out per month, cumulative year-to-date claim payments, and available balance.	Within fifteen (15) calendar days after the close of each month.
Forfeited FSA Participant Contributions	Forfeited FSA participant contributions remittance report including, name, identification number, election amount, cumulative year-to date paid claims, total of denied claims, outstanding balance, and remaining balance, along with any forfeited funds.	Calendar Year 1: Due June 17, 2023, for the period of January 1 – December 31, 2022  Calendar Year 2: Due June 17, 2024, for the period of January 1 – December 31, 2023

<b>Deliverable</b>	<b>Description</b>	<b>Frequency of Submission</b>
		Calendar Year 3: Due June 17, 2025, for the period of January 1 – December 31, 2024
Email Bounce Back Report	Submit a report of listed email bounce back occurrences. Report must contain the details of steps taken to remedy the failure.	Within fifteen (15) calendar days after the close of each month.
Returned Mail Report	Submit a report of listed returned mail. Report must contain the details of steps taken to remedy the failure.	Within fifteen (15) calendar days after the close of each month.
Nondiscrimination Testing	Provide the results of the semi-annual nondiscrimination testing results to OGB.	Within thirty (30) calendar days of each semi-annual report.
Flexible Benefits Plan Summary	Provide FSA Plan Participants the Flexible Benefits Summary on an annual basis according to OGB’s desired method of communication.	Within thirty (30) calendar days after the end of each calendar year.
<b>COBRA Administration</b>		
COBRA Accounting Statement	COBRA eligibility and payment status report including all COBRA participants for whom coverage is continued, including such information as name, identification number, effective date of coverage, plan, coverage status, amount and dates of payments made, date through which premium paid, and any outstanding premiums due.	Within fifteen (15) calendar days after the close of each month.
COBRA Premiums	Remit 100% of collected COBRA premiums (including 2% administrative fee collected from participants) to OGB with a premium remittance report. The content and format of the remittance report are subject to OGB’s prior approval.	Within ten (10) business days after the close of each month.

**2.4 Performance Guarantees**

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

METRIC	PERFORMANCE STANDARD	PENALTY PERCENT AT RISK ANNUALLY
<b>General</b>		
Independent Assurances	Contractor and its subcontractors performing key delegated functions shall each supply OGB with an exact copy of the SOC 1, Type II report and/or SOC 2, Type II report (as agreed by OGB) resulting from the SSAE 18 engagement or other assurances as described in Section 45 of Attachment II: Sample Contract.	\$1,000 per day
First Call Resolution	90% of participant inquiries will be resolved in the first call.	2%
Written Inquiry Timeliness	98% of all written inquiries will be answered within seven (7) business days. Autoreply emails are excluded from the calculation of this performance guarantee.	2%
Abandoned Call Rate	Less than or equal to 5% of participant calls abandoned after being connected for at least thirty (30) seconds.	2%
Average Speed to Answer	Average answer time is sixty (60) seconds or less.	2%
<b>FSA Administration</b>		
Forfeited FSA Participant Contributions	100% of forfeited FSA participant contributions must be returned to OGB no later than June 17, of each calendar year.	4.5%
Claims Processing	98% of electronic and non-electronic claims paid within two (2) business days of receipt.	3.5%
Debit Cards	100% of debit cards mailed to FSA participants within fourteen (14) business days of Contractor's receipt of an accurate and usable eligibility file. The annual enrollment file must be submitted and processed by December 1st in order for FSA participants enrolling during the annual enrollment period to receive debit cards by January 1st.	3.5%
<b>COBRA Administration</b>		
COBRA Premium Processing	100% of COBRA premiums remitted to OGB within ten (10) business days after the end of each month in which the premium(s) were received.	3.5%

COBRA Initial Notice	100% of initial notices must be mailed within forty-five (45) calendar days from receipt of accurate and usable eligibility file from OGB for COBRA participants first becoming covered on or after January 1, 2022.	3%
COBRA Termination Notice	100% of COBRA termination notices mailed within seven (7) business days of Contractor's determination.	3%
COBRA Election Notice	100% of COBRA election notices mailed within three (3) business days of notification of a QLE.	3%
COBRA Unavailability Notice	100% of COBRA unavailability notices mailed within seven (7) business days of notification of a QLE.	3%

These metrics shall be reported quarterly and reconciled on an annual basis unless another time period is agreed upon by OGB and Contractor. OGB at its sole discretion shall have the ability to modify the performance guarantees each contract year. Contractor will also be subject to “per day” fees for Independent Assurance Reporting performance guarantees.

Any penalties owed to OGB shall be paid within ninety (90) days after the end of the calendar year; penalties owed by the Contractor will be paid automatically and will not need to be requested. Implementation performance guarantees will be measured and reported within ninety (90) days after the agreed upon implementation date.

**Performance Guarantees:** The Contractor will be subject to the performance standards and those detailed in Section 2, Scope of Services.

**Audit:** OGB reserves the right to audit performance guarantee reports on an annual basis. A third party may be utilized to perform this audit without limitation of the scope of the audit.

**Measurement Periods:** The first period to be measured shall be calendar year 2022 also known as January 1, 2022 through December 31, 2022. The second period will be for calendar year 2023, and the third period for calendar year 2024. The fourth period, subject to the renewal option, will be for calendar year 2025, and the fifth period, subject to the renewal option, will be for calendar year 2026. If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

## 2.5 Technical Requirements

- Facilitate system programming including, but not limited to, data collection from OGB; file transfer set-up between OGB and Contractor; and data transfer and mapping. If Contractor requires file mapping and/or subsequent updates, this service will be provided by Contractor at no additional cost to OGB. **Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI)**

with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of “pgp.” The encryption key must have an expiration of no longer than five (5) years from the creation date and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.

- 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, Out of Pocket Maximum, and Adjusted Claims File. Contractor will need to accept OGB’s standard file layout. File layouts will be provided at no cost to OGB. **The file transfer protocol and the file encryption must meet OTS Information Security Requirements as posted in the OTS Information Security Policy.** <https://www.doa.la.gov/OTS/InformationSecurity/LA-InfoSecPolicy-v1.01.pdf> Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of “pgp.” The encryption key must have an expiration of no longer than five (5) years from the creation date, key strength is highly suggested 4096 with a minimum allowed 2048, key must include a valid email address and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.

## 2.6 Project Requirements

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

## 2.7 Contractor Requirements

**The Contractor shall meet the following requirements prior to the execution of the contract:**

- Authorized to transact business in the State of Louisiana.

OGB reserves the right to request information and documentation to support that the Contractor has met the Contractor requirements.

## 3 EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal, the attachments, and the documents Proposer presents to OGB. **Additionally, OGB may consider any relevant information about any Proposer known or discovered by OGB.**

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
<b>PHASE 1: TECHNICAL APPROACH</b>	
Approach and Methodology	33
Company Background and Experience	15
Proposed Staff Qualifications	15
<b>TECHNICAL APPROACH SCORE</b>	<b>63</b>
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"> <li>• <i>Up to 10 points available for Hudson-certified Proposers;</i></li> <li>• <i>Up to 12 points available for Veteran-certified Proposers;</i></li> <li>• <i>If no Veteran-certified Proposers, those two points are not awarded.</i></li> </ul> See Section 3.2 for details	12
<b>HUDSON/VETERAN SCORE</b>	<b>12</b>
<b>PHASE 2: COST PROPOSAL</b>	
FSA Administrative Fee	15
COBRA Administrative Fee	10
<b>COST PROPOSAL SCORE</b>	<b>25</b>
<b>TOTAL SCORE</b>	<b>100</b>

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

### **Phase 1 – Technical Approach**

#### Approach and Methodology

- Demonstrated effectiveness of Proposer’s approach and methodology to performing the various services outlined in **Attachment V: Approach and Methodology Technical Questionnaire** and Section 2, Scope of Services.

- Ability to address anticipated problem areas, and creativity and feasibility of solutions to problems, and future integration of new procedures and 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.
- Effectiveness of reporting and data analytics including the diversity of report types and formats supported.
- Understanding of the work, including a thoroughness shown in understanding the objectives of the Scope of Services (Section 2), specific services, and planned execution of the Scope of Services.
- Effectiveness of Proposer’s approach to transitioning activities from the incumbent contractor.

#### Company Background and Experience

- Proposer qualifications based on number of years in business, size, capabilities, specializations, education and work experience of key staff.
- Evidence that the Proposer has the current capabilities and can assure performance for each requirement.
- Demonstrated effectiveness of Proposer’s Company Background and Experience outlined in **Attachment VI: Company Background and Experience Technical Questionnaire**.
- Demonstration of successful past experience, including Proposer and any subcontractor(s), that is similar to that necessary to perform services included in Section 2, Scope of Services with public entity accounts.
- Subcontractor qualifications and experience.

#### Staff Qualifications

- Effectiveness of the proposed organization and staffing plan.
- Current and relevant knowledge, quality and depth of experience of the proposed staff, Account Management Team, and any other personnel considered key to the success of the project through completed and ongoing efforts similar in nature to this effort.

Additional services offered through Contractor will be considered as part of the technical evaluation.

### **3.1 Cost Evaluation**

All cost information must be provided within **Attachment VII, Cost Proposal Template**. **Any deviation to the template will result in the proposal being deemed nonresponsive and it will not be considered for award.**

For FSA administration cost scoring, the proposed fixed monthly administrative fee will be multiplied by the estimated number of FSA participants, as provided in Section 1.2 Background, to determine the cost for each of the three categories (General-Purpose, Limited-Purpose, and

Dependent Care). The rates identified for each of the three categories will be added together to determine the total FSA cost.

For COBRA administration cost scoring, the proposed fixed monthly administrative fee will be multiplied by the estimated number of employees and retirees enrolled in OGB health plans, as provided in Section 1.2 Background, to determine the total COBRA cost.

Each cost component (i.e., FSA and COBRA administration) of the Cost Proposal will be scored separately using the following methodology:

The Proposer with the lowest total cost for the FSA component shall receive 15 points. Other Proposers shall receive cost points based upon the following formula:

$$CCS = (LPC/TCP \times 15)$$

Where: CCS = Computed Cost Score (point) for Proposer being evaluated  
LPC = Lowest Proposed Cost of all Proposers  
TPC = Total Cost of Proposer being evaluated

The Proposer with the lowest total cost for the COBRA component shall receive 10 points. Other Proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 10)$$

Where: CCS = Computed Cost Score (point) for Proposer being evaluated  
LPC = Lowest Proposed Cost of all Proposers  
TPC = Total Cost of Proposer being evaluated

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

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

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

#### **B. Proposer Status and Allotment of Reserved Points**

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.

- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. A detailed description of the work to be performed; and
- iii. The anticipated dollar value of the subcontract for the three-year contract term.

*Note – it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

## **4 PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

See Section 2, Scope of Services.

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

#### **4.2.1 Performance Measures/Evaluation:**

Contractor agrees to provide its operational performance guarantees (see Section 2.4 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.

All guarantees must be reconciled annually and any penalties owed to OGB shall be paid automatically within ninety (90) days after the end of the calendar year.

**Performance Guarantees:** The Contractor will be subject to negotiated performance standards and those detailed in RFP Section 2, Scope of Services.

**Audit:** OGB reserves the right to audit performance guarantee reports on an annual basis. A third party may be utilized to perform this audit without limitation of the scope.

**Measurement Periods:** The first period to be measured shall be calendar year 2022 also known as January 1, 2022 through December 31, 2022. The second period will be for calendar year 2023, and the third period for calendar year 2024. The fourth period, subject to the renewal option, will be for calendar year 2025, and the fifth period, subject to the renewal option, will be for calendar year 2026. If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

#### **4.2.2 Monitoring Plan:**

The Contract Monitor will be the OGB Medical and Pharmacy Group Benefits Administrator or his/her designee, who will monitor the services and performance provided by the Contractor and the expenditure of funds under the Contract. The monitoring plan is as follows:

1. The Contractor will submit various monthly, quarterly, and annual reports to the Contract Monitor as specified in RFP Section 2, Scope of Services.
2. The Contract Monitor will ensure all scopes of services and deliverables are submitted timely and perform subsequent review and acceptance.
3. The Contract Monitor will provide oversight of the implementation of the Scope of Services to ensure quality, efficiency, and effectiveness in fulfilling the Contract terms and the goals and objectives of OGB.

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

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

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

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## ATTACHMENT I: CERTIFICATION STATEMENT

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

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

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

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

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

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

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer certifies by signing the certification statement that, if selected as the successful Proposer and prior to contract signing, it will:
  - Have five (5) continuous years of experience providing FSA administration services.
  - Provide an Account Executive with at least one (1) back-up staff member designated to handle the overall responsibility of OGB.
4. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
5. Proposer's quote shall be valid for at least one hundred eighty (180) calendar days from the date of proposal's signature below;
6. Proposer understands that if selected as the successful Proposer, he/she will have either twenty (20) business days to complete the Contract negotiation period or ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
7. Proposer shall certify, 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 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed online at <https://www.sam.gov>.)

8. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
9. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
10. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
11. Proposer certifies that the cost submitted was arrived at independently without collusion.

Signature of Proposer or  
Authorized  
Representative

\_\_\_\_\_

Typed or Printed Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Title:

\_\_\_\_\_

Company Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

City:

\_\_\_\_\_

State:

\_\_\_\_\_

Zip:

\_\_\_\_\_

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## ATTACHMENT II: SAMPLE CONTRACT

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, the State of Louisiana, Office of Group Benefits, 1201 N. 3<sup>rd</sup> Street, Suite G-159, Baton Rouge, LA 70802, hereinafter sometimes referred to as the “OGB” or “State”, and (Contractor Name), (Address), hereinafter sometimes referred to as the “Contractor,” do hereby enter into a Contract under the following terms and conditions.

### 1 TERM OF CONTRACT

This Contract shall begin on or about January 1, 2022, and is anticipated to end on December 31, 2024. The State has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence of the Contractor, that State may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms, and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial three (3) year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

### 2 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of \$ \_\_\_\_\_ over multiple years as follows January 1, 2022 to December 31, 2022; January 1, 2023 to December 31, 2023; and January 1, 2024 to December 31, 2024. Payments are predicated upon successful completion of the services described in Description of Services and acceptance of deliverables described in Acceptance of Deliverables; receipt of an invoice; and written approval of OGB Medical and Pharmacy Administrator by Contractor and written approval by OGB of the described services and deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract. **No payments will be made by OGB on banking or State holidays.**

The State shall make every reasonable effort to make payments within **thirty (30) days** of receiving an invoice. Contractor shall comply with the Division of Administration State General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

### 3 PROHIBITION AGAINST ADVANCE PAYMENTS

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

### 4 GOALS AND OBJECTIVES

1. To ensure accurate and timely FSA and COBRA administration.

2. To obtain a competitive financial arrangement with effective third-party FSA and COBRA administration.

## 5 DEFINITIONS

**Account Management Team** – Contractor’s staff assigned to OGB which includes a dedicated Account Executive, Implementation Manager, COBRA Operations Manager, and Customer Service Manager. Contractor’s staff assigned to OGB will also include a Privacy Officer, Financial Analysis, Senior Operations Specialist, Compliance Analyst that is not required to be exclusively dedicated to OGB. The Account Executive must have at least one (1) back-up staff member designated to handle the overall responsibility of OGB.

**COBRA** –Consolidated Omnibus Budget Reconciliation Act.

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

**CY** – Calendar Year.

**CSR** – a Customer Service Representative.

**Dependent Care Flexible Spending Arrangement (DCFSA)** - the Flexible Spending Arrangement option that permits a participant to set aside pre-tax money to pay for dependent care expenses for young children under age thirteen (13) in daycare and elderly or disabled dependents, who cannot care for themselves and spend at least eight (8) hours a day in your household.

**FSA** –Flexible Spending Arrangement plans.

**General-Purpose Flexible Spending Arrangement (GPFSA)** – the Flexible Spending Arrangement option that permits a participant to contribute to an account for pre-tax reimbursement of certain qualifying medical care expenses.

**Grace Period** - the 2 months plus 15 days immediately following the end of a plan year when participants may incur qualifying expenses to be reimbursed from their respective unused FSA benefits remaining at the end of the immediately preceding plan year in accordance with IRS Notice 2005-42 or any amendment thereof.

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

**IRS** – Internal Revenue Service.

**JLCB** –Joint Legislative Committee on the Budget.

**Limited-Purpose (Dental/Vision) Flexible Spending Arrangement (LPFSA)** - the Flexible Spending Arrangement option that permits a participant to contribute to an account for pre-tax reimbursement of certain qualifying medical care expenses and to maintain his Health Savings Account eligible individual status.

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

**OGB Plan-Recognized Qualified Life Event (QLE)** – one or more of the OGB Plan-Recognized Qualified Life Events for FSA purposes recognized by OGB from time-to-time.

**OSP** – Office of State Procurement.

**Plan** – OGB’s defined health benefit plan pursuant to which Covered Benefits are provided to Plan Participants.

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

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

**PPACA** – the Patient Protection and Affordable Care Act.

**Proposal** – a response to a RFP.

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

**RFP** – a Request for Proposals.

**Run-out Period** – the time period immediately following the Grace Period, ending on April 30, when participants may submit qualifying expenses incurred during the preceding plan year and/or Grace Period for reimbursement from their respective unused FSA benefits remaining at the end of the immediately preceding plan year.

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

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

## **6 DESCRIPTION OF SERVICES**

### **6.1 CONCISE DESCRIPTION OF SERVICES**

(Contractor Name) shall provide Flexible Spending Arrangement (“FSA”) and COBRA administration services in support of plan options offered by OGB/State. These services shall include, at a minimum, all services specified in Section 1.2 and the attachments referenced therein.

### **6.2 STATEMENT OF SERVICES**

Contractor agrees to furnish services to State as specified in this Section and in any attachments. The Statement of Work consists of the following and/or any subsequent addendum:

RFP, Section 2, Scope of Services

RFP, Attachment IV: Business Associate Addendum

RFP, Attachment VII: Cost Proposal Template

RFP, Attachment VIII: Records Retention Schedule

RFP, Attachment IX: Imaging System Survey Compliance and Records Destruction

### **6.3 DELIVERABLES**

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

### **6.4 ACCEPTANCE OF DELIVERABLES**

Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

- A. *General.* The State shall accept work performed in accordance with the Statement of Services and/or as subsequently modified in State-approved documents.
- B. *Submittal and Review.* Contractor shall provide written notification to the OGB Medical and Pharmacy Administrator that a Deliverable is completed, and available for review and acceptance.

Upon Contractor's written notification, the OGB Medical and Pharmacy Administrator shall review the Deliverable within ten (10) business days. Within this period, the OGB Medical and Pharmacy Administrator shall direct the appropriate review process; coordinate any review outside the Project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

- C. *Acceptance or Rejection.* A Deliverable shall be considered accepted unless, within the 10 business days, the OGB Medical and Pharmacy Administrator notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be a cause for rejection of the Deliverable.
- D. *Resubmitting Deliverables.* Contractor shall provide written notification to the OGB Medical and Pharmacy Administrator when the Contractor resubmits a Deliverable for acceptance. The OGB Medical and Pharmacy Administrator shall review the resubmitted Deliverable within five (5) business days. A resubmitted Deliverable shall be considered accepted unless, within this period, the OGB Medical and Pharmacy Administrator notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the State determines that the Contractor has breached the Contract and places the Contractor in default.

## **6.5 PERFORMANCE MEASURES**

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

## **6.6 MONITORING PLAN**

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

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

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

## 6.7 CONTRACTOR PROJECT MANAGEMENT

Contractor Project Management is as follows:

- A. Account Management Team.** Contractor will provide an Account Management Team for the duration of the engagement including a dedicated Account Executive, Implementation Manager, COBRA Operations Manager, and Customer Service Manager. Contractor's staff assigned to OGB will also include a Privacy Officer, Financial Analysis, Senior Operations Specialist, Compliance Analyst that is not required to be exclusively dedicated to OGB. Account Executive must have at least one (1) back-up staff member designated to handle the overall responsibility of OGB.
- B. Account Management Team Support.** The Account Management Team will provide support around account strategy, Plan Participant inquiries, issue resolution, reports, and other requested projects and deliverables. Contractor will provide an annual service cycle plan as well as an ongoing task log with timelines for all deliverables and weekly status update meetings in person or via teleconference.
- C. Quarterly Meetings.** All of the Account Management Team will attend all on-site quarterly meetings at OGB. The meetings shall be held no later than thirty (30) days following quarter end. The Account Management Team will provide for OGB approval a draft agenda at least ten (10) business days in advance of a meeting to allow changes to the agenda and a reasonable opportunity to prepare for the meeting. At minimum, during the quarterly meeting, the Account Management Team should discuss the following: goals, expectations, and priorities; review the quarterly report and other issues such as performance guarantees, quality assurance, operations, network status and access; benefit and program changes or enhancements; legislative issues; audits; cost trends; utilization; program outcomes; customer service issues; future goals and planning; and other issues reasonably related to the Contract.
- D. Minutes.** Within three (3) business days after any meeting, Contractor shall provide OGB with a detailed and well-documented draft of meeting minutes. OGB shall review and revise the draft minutes as appropriate and return to the Contractor. Final minutes must be provided within three (3) business days after receipt of the revised minutes from OGB. Minutes shall include a list of and description of all tasks and/or deliverables, identify the responsible party, and provide a projected delivery date.
- E. Documentation.** Contractor will maintain an ongoing process log that will document all benefit and system programming changes, which will be provided to OGB within five (5) business days of any change.
- F. Coordination with other OGB Vendor(s).** Contractor will coordinate and cooperate with OGB's administrative services provider(s) for OGB's self-insured medical plans, actuary, and other vendors as needed on integration of information to or from other service providers relative to the services addressed in this Contract.

## **7 TERMS OF PAYMENTS**

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Within five (5) business days after the end of each month, Contractor will invoice OGB monthly for payment of all administrative fees and charges earned by Contractor set forth in RFP Attachment VII: Cost Proposal Template, unless lower fees are negotiated. For billing purposes, FSA participant counts will be determined on the last business day of each month. For COBRA administration, the administrative fee will be based on the number of employees and retirees enrolled in the OGB health plans at the end of each month. Participants losing eligibility to receive FSA reimbursement after the first business day of the month are included in the count for that month's billing. The amount of administrative fees paid will be based upon the number determined by OGB's eligibility system using the contracted rate. Upon validation of the invoice for administrative fees, OGB shall render payment of undisputed amounts within thirty (30) days of receipt of invoice.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the Contract. Payment will be made only upon approval of OGB Medical and Pharmacy Administrator.

## **8 VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION**

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 participation and the dollar amount of each.

## **9 SUBSTITUTION OF KEY PERSONNEL**

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the OGB/State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his/her proposal. OGB reserves the right to request changes to any of the assigned personnel based on unsatisfactory performance levels as determined by OGB. Additionally, OGB will be provided with the opportunity to interview any new team member(s).

## **10 OGB FURNISHED RESOURCES**

OGB shall appoint a Contract Monitor for this Contract who will provide oversight of the activities conducted hereunder. The assigned Contract Monitor shall be the principal point of contact on

behalf of OGB and will be the principal point of contact for the Contractor concerning Contractor's performance under this Contract.

## **11 TAXES**

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

## **12 PERFORMANCE BOND**

Unless issuance of such bond is against applicable law, Contractor shall provide a performance (surety) bond in an amount determined by OGB of no more than one hundred percent (100%) of the annual contracted fees to ensure 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 to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

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

## **13 PERFORMANCE GUARANTEES**

Contractor agrees to provide its operational performance guarantees on a client-specific basis and report OGB's results on a quarterly basis. OGB shall have the ability to modify the performance guarantees each contract year. Contractor will be subject to per day fees for certain performance guarantees.

All guarantees must be reconciled annually and any penalties owed to OGB shall be paid automatically within ninety (90) days after the end of the calendar year.

Performance Guarantees: The Contractor will be subject to negotiated performance standards and those detailed in RFP Section 2, Scope of Services.

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

Measurement Periods: The first period to be measured shall be calendar year 2022 also known as January 1, 2022 through December 31, 2022. The second period will be for calendar year 2023,

and the third period for calendar year 2024. The fourth period, subject to the renewal option, will be for calendar year 2025, and the fifth period, subject to the renewal option, will be for calendar year 2026. If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

#### **14 TERMINATION FOR CAUSE**

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

#### **15 TERMINATION FOR CONVENIENCE**

State 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 a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

#### **16 REMEDIES FOR DEFAULT**

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

#### **17 GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### **18 E-VERIFY**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

#### **19 OWNERSHIP OF WORK PRODUCT**

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the Contract and/or obtained or prepared by Contractor in connection with the

performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract and/or at the State's request.

## **20 DATA/RECORD RETENTION**

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Further, Contractor agrees to retain all Records in accordance with OGB's official retention schedules (the "Schedules"), RFP **Attachment VIII**, until such time as the Records are returned to the State or other disposition is agreed. In the event the applicable Law and the Schedules contain different retention periods, the Records shall be kept for the longer period. Records shall be in a format and media as required by applicable law or as agreed upon by the parties in writing if allowed by applicable law. The Schedules in place as of the effective date of this Contract are contained in RFP **Attachment VIII**, Records Retention Schedule, and may be amended from time to time as deemed necessary by the State. To further ensure compliance with the Schedules and Louisiana retention laws, Contractor agrees to abide by the processes outlined in RFP **Attachment IX**, Imaging System Survey Compliance and Records Destruction. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

## **21 RECORD OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. Contractor shall return the Records to the State, at Contractor's expense, within seven (7) days of request or in the specific instance of termination or expiration of the Contract, within sixty (60) days after the termination or expiration of this Contract, and shall retain no copies of the Records unless required by applicable law, provided, the confidentiality and security requirements of this Contract shall apply to such Records as long as retained by the Contractor. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

## **22 CONTRACTOR'S COOPERATION**

The Contractor has the duty to fully cooperate with the State and provide any and all information, documentation, etc. to the State immediately upon request. 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 shall not withhold State owned documents.

## **23 ASSIGNABILITY**

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

## **24 RIGHT TO AUDIT**

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

## **25 FISCAL FUNDING**

The continuation of this Contract is contingent upon the appropriation of funds 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 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 are not appropriated.

## **26 NON-DISCRIMINATION**

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

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

## **27 CONTINUING OBLIGATION**

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.

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

## **28 ELIGIBILITY STATUS**

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," as set forth at 24 CFR part 24.

## **29 CONFIDENTIALITY**

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data (other than protected health information) that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

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

## **30 AMENDMENTS**

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

## **31 PROHIBITED USE OF FUNDS**

Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

## **32 SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event

shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

### **33 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

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

### **34 DUTY TO DEFEND**

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

### **35 LIABILITY AND INDEMNIFICATION**

#### **35.1 CONTRACTOR LIABILITY**

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

#### **35.2 FORCE MAJEURE**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

### **35.3 INDEMNIFICATION**

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

### **35.4 INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

### **35.5 LIMITATIONS OF LIABILITY**

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

### **35.6 OTHER REMEDIES**

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

### **36 STAFF INSURANCE**

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to **Attachment X**, Insurance Requirements.

### **37 LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract.

### **38 SECURITY**

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

### **39 CYBERSECURITY TRAINING**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems

used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

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

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project.

The Contractor and its subcontractors/vendors shall maintain safeguards and take commercially reasonable technical, physical, and organizational/administrative precautions to ensure that the State's data is protected from unauthorized access, use, and disclosure, in accordance with the State's current and published Information Security Policy found at <https://www.doa.la.gov/OTS/InformationSecurity/LA-InfoSecPolicy-v1.01.pdf>. The Contractor shall implement and maintain safeguards and monitoring plans to detect unauthorized access to or use of confidential information and any attempts to gain unauthorized access to confidential information. The Contractor and its subcontractors/vendors shall provide the Contract Monitor with immediate notification (not more than forty-eight (48) hours) of the Contractor's awareness of any Security Event, as defined in the Information Security Policy ("Security Event"), involving confidential information under this Contract and also report such Security Event to Louisiana's Information Security Team at 1.844.692.8019 (open 24 hours a day, 7 days a week) as soon as feasibly possible, not to exceed 48 hours following discovery of the Security Event. The reference to Security Event herein may include, but not be limited to, the following: attempts at gaining unauthorized access to confidential information or the unauthorized use of a system for the processing or storage of confidential information, or the unauthorized use or disclosure, whether intentional or otherwise, of confidential information.

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

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

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

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

after the request for payment is made, engage in good faith negotiations to determine the amount of the payment.

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

## **42 BUSINESS ASSOCIATE ADDENDUM**

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

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

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

## **43 CODE OF ETHICS**

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

## **44 SEVERABILITY**

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

#### **45 OUTSOURCING OF KEY INTERNAL CONTROLS**

The State of Louisiana /State Agency will also require the Contractor and /or subcontractors, if performing a key internal control, to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls and 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 audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The Contractor could be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of the contract. The Contractor agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. Cost of the SSAE 18 audit is to be included in the cost being proposed in response to this RFP.

#### **46 HEADINGS**

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

#### **47 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.



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

**STATE OF LOUISIANA  
OFFICE OF GROUP BENEFITS**

**CONTRACTOR**

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

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

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

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

**TITLE:** Chief Executive Officer

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

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

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

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## **ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION**

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractors, the State intends to make all payments to Contractors electronically. Contractors will receive electronic payment by Electronic Funds Transfer (EFT). If you receive an award and have not already enrolled in EFT, you will be asked to comply with this request. You may indicate your acceptance below.

**EFT** payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at [DOA-OSRAP-EFT@la.gov](mailto:DOA-OSRAP-EFT@la.gov).

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

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

<b><u>Payment Type</u></b>	<b><u>Will Accept</u></b>	<b><u>Already Enrolled</u></b>
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EFT	_____	_____
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\_\_\_\_\_  
Printed Name of Individual Authorized

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

\_\_\_\_\_  
Date

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

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## ATTACHMENT IV: BUSINESS ASSOCIATE ADDENDUM

State of Louisiana, Office of Group Benefits

HIPAA Business Associate Addendum

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**STATE OF LOUISIANA  
OFFICE OF GROUP BENEFITS**

**CONTRACTOR**

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

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

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

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

Title: Chief Executive Officer

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

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

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

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## **ATTACHMENT V: APPROACH AND METHODOLOGY TECHNICAL QUESTIONNAIRE**

**Instructions:** Provide a response to all questions below. Do not answer a question by referring to the answer of a previous question; restate the answer or recopy the answer under the new question. If, however, the question asks you to provide a copy of something, you may indicate where this copy can be found by referencing an attachment/exhibit number, letter or heading.

You are to state the question, then answer the question. Do not number answers without providing the question.

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

### **General**

1. Describe the administrative system used to record, save, and track FSA and COBRA data including: age of the system, date of last update, frequency of updates, recent and planned enhancements, system security and organizational approach to handle security.
2. Provide your procedures for unclaimed or returned mail. OGB's expectation is that the selected Contractor will handle unclaimed/returned mail in manner that is consistent with due process requirements.
3. Provide your procedures for identifying and resolving unopened emails and/or email bounce back occurrences.
4. Confirm that your company will monitor unopened emails and/or email bounce back occurrences.
5. Confirm that your company will generate and submit paper notices to participants identified as not opening emails and/or from whom email bounce backs occur.
6. Does your firm have integrated COBRA systems that generate both health and FSA COBRA notices for applicable QLEs? Confirm that your firm agrees to integrate health and FSA COBRA notices for applicable QLEs.
7. Is your website compliant with PPACA Section 1557?
  - a. If not, detail the steps you will take to become compliant and timeline for such.
8. Is your website available in languages other than English?
  - a. If yes, detail what languages are supported.
9. Provide a link, login and password to access your firm's online portal as a FSA and COBRA participant and plan sponsor/client.

### **FSA Administration**

1. Describe the FSA administration online portal and smart phone capabilities available to participants including the extent of information participants can access regarding his/her account.

- a. Is this online portal compliant with HIPAA privacy requirements and PPACA Section 1557?
2. What is your standard response time to inquiries?
3. Can the FSA system administer multiple plan years concurrently and allow dual records during the first four or so months of a new plan year? Although OGB requires participants to make an annual election to enroll in healthcare FSA, OGB is asking if Proposer can allow prior year participants to keep the same debit card and not establish a new account if they are included on the file for the new calendar year healthcare FSA.
  - a. Can the system automatically enroll eligible participants who elect to continue to participate?
4. Provide a description of your client reporting capabilities and provide copies of standard management reports and ad hoc reports available at no additional cost.
  - a. Include the frequency of reports and available file formats (i.e., Excel, PDF, etc.).
5. Describe the process a participant would go through to submit health (i.e., general purpose and limited purpose) and dependent care claims.
6. What steps does your organization take to ensure that a submitted FSA claim is a covered expense under IRS Section 125?
7. Does your firm investigate and analyze claims prior to payment?
  - a. Describe the administrative process of claims review.
8. What claim documentation will your firm require from a participant in order to pay the claim?
9. How frequently do you make claim reimbursements (i.e., daily, weekly, etc.)?
  - a. Can OGB determine the frequency of reimbursements?
10. Describe the typical timeline of claim processing from receipt of claim to release of payment.
11. How soon after a paper claim is received before it is entered into your system and able to be seen by the customer service representatives?
12. What is your average FSA claim turnaround time for the past twelve (12) months (number of days from receipt of a clean claim)?
13. Describe the processing of a claim which is larger than the participant's balance at the time of receipt and any notifications to the participant of such.
14. Does a participant automatically receive a debit card or do they request one?
  - a. Does a participant receive a debit card each plan year?
15. Can a non-debit card reimbursement be issued via check or direct deposit, even though the participant has elected use of a debit card?
16. Does the debit card work with all FSA plans, such as health and dependent care?
  - a. Please explain the functionality for each account type.

- b. How are these charges coordinated with manual charges to eliminate duplication?
17. What financial institution do you use for debit cards and how long have you partnered with that institution?
- a. Also, include a copy of their terms and conditions for users of the debit cards.
18. Explain the circumstances in which a debit card would be suspended. How is a participant notified?
19. Are transactions approved based on qualified expense codes under the FSA plans? Please explain.
20. Does your debit card system have the ability to substantiate claims from multiple carriers/plans?
- a. Can your firm load applicable co-pays so the card will substantiate those claims?
21. What process ensures that terminated participants' debit cards are deactivated?
22. Describe your processes for the following:
- a. Replacing reimbursement checks or direct deposits into closed accounts.
- b. Handling of stale dated checks.
- c. Process and timeframe to replace lost or stolen checks.
23. What type of notification is provided to participants regarding the status of a claim or reimbursement, and at what frequency?
24. Describe your denial process for unapproved or ineligible claims and reimbursements.
- a. In your response, please include what, if any, recourse a participant has to dispute or submit additional information/documentation for consideration.
25. Provide a copy of your FSA appeal process.
26. Confirm that you will comply with the FSA appeal procedures outlined in OGB's FSA Plans, <https://info.groupbenefits.org/docs/OGBforms/FlexibleBenefits/2018/HealthCareFSAPlan20181-1152018.pdf>.
27. Provide samples of the materials referenced below. These documents will be subject to OGB customization and approval prior to distribution.
- Enrollment materials (i.e., welcome/enrollment kit)
  - Claim forms
  - Year-end forfeiture letter
  - Explanation of benefits
  - Request for substantiation of claim
  - Account balance statement
  - Annual enrollment materials
  - Any other communications sent to participants regarding their account
28. Describe how forfeitures are handled and the timeline for handling them.

29. Confirm that your firm will generate detailed quarterly account statements to participants, and end-of-plan-year warning notices regarding forfeitures.
30. Explain the time period for un-deposited or outstanding checks.
  - a. What is your process for returning funds that have not cleared the bank within the established stale dated check timeframe?
31. Provide the process for month-end processing and reconciliation of all reimbursements issued and voided.
32. Do participants have to substantiate claims under the debit card manually by submitting receipts or supporting documentation?
33. How is a participant notified when additional information is needed to process a claim?
34. Describe the process for recouping money from participants when they fail to submit receipts.
35. Confirm that your firm agrees to perform all federally required Section 125 nondiscrimination testing for OGB semi-annually.
36. Provide a list of all federally required Section 125 nondiscrimination tests, reporting, filing, etc. applicable to OGB that will be performed by your firm semi-annually.
37. Describe the process of handling nondiscrimination tests for clients.
38. Confirm that your firm will offer a smartphone application for Plan Participants enrolled in the FSA program? Please include a demo for the smart phone application with your proposal submission.
39. Confirm that your firm will not include autoreply email responses in performance guarantee calculations.

### **COBRA Administration**

1. Provide samples of all COBRA notices, including but not limited to the following, and confirm that your firm can transit such notices compliant with PPACA Section 1557 if you are the successful Contractor:
  - COBRA specific rights notice letter
  - Qualifying event notice
  - Late payment, underpayment notice, insufficient funds notice
  - Termination of coverage notice
  - Unavailability letter
  - Premium notice
  - Any other forms and/or letters used to communicate with COBRA participants
2. What is your standard response time to inquiries?
3. Describe the production process and timeline for distribution of COBRA notification letters, including how COBRA notices are mailed, recorded within the system and monitored, including but not limited to general notices; qualifying event notice; notice of enrollment; notice of expiration or termination of coverage; unavailability, etc.

4. Describe the system process for determining if COBRA should be offered to a participant including computation of premium.
5. Describe the COBRA administration online portal and smart phone capabilities available to participants including the extent of information participants can access regarding his/her account.
6. Describe the methods available for participants to remit COBRA premiums and subsequent remittance to OGB.
7. Confirm there is no charge or fee to the participant for use of a debit card, credit card, or ACH transaction for payment of premium.
8. Describe the process to determine extended eligibility in the case of a secondary qualifying event or disability extension and address the scope of the client's involvement in that process.
9. What COBRA activities are automated by your system?
  - a. What activities are performed manually?
10. Describe the process for notifying participants of nonpayment status and terminating coverage because of nonpayment of premium.
11. Describe the process for the processing of retro terminations.

### **Customer Service**

1. How is the quality of customer service measured?
2. Will your firm provide a dedicated customer service unit and toll-free line, i.e., customer service representatives who will only handle calls from only OGB FSA and COBRA participants?
3. What facility/facilities will handle customer service for OGB's FSA and COBRA participants and where will it be located?
  - a. Will the customer service numbers be the same?
4. How many full-time call center representatives will be employed by the proposed call center(s) for OGB?
  - a. How many of these representatives will be dedicated to handling calls to FSA and COBRA administration inquiries from OGB participants?
  - b. How many of these representatives will be working at any one time?
5. What will the hours of operation be for customer service provided to OGB's participants?
  - a. How will customer service be handled after hours of operation (if hours of operation are not 24/7)?
6. What was the customer service representative turnover rate for the last calendar year for the facility and/or dedicated team you are proposing for OGB?
7. For the proposed customer service facility that will handle the OGB account, provide the following service statistics:

	<b>Standard Metric</b>	<b>2019 Actual</b>	<b>2020 Actual</b>	<b>2021 Goal</b>
Telephone average speed of answer				
Percentage of calls abandoned				
Average hold time to speak with a customer service representative				
Average hold time to speak with a pharmacist				
Average call time				
Average time for problem resolution from initial notification				
Percentage of problems resolved during first call/contact (participant does not need to call back)				

8. Confirm that your firm is willing to extend customer service hours for potential participants during OGB’s annual enrollment period, special enrollments, and/or as requested by OGB. Provide the extended hours of operation proposed.
9. How will calls be segmented (i.e., FSA, COBRA, claims inquiries, general service questions, etc.)?
10. What methodologies (i.e., silent call monitoring) are employed to monitor and control the quality of service provided?
11. Confirm that you will digitally record all customer service calls at no additional cost to OGB.
12. How long are the recordings kept?
13. Describe the services available for hearing impaired, visually impaired and non-English speaking customers?
  - a. Confirm that these services will be in compliance with PPACA Section 1557.
14. Do you have the ability to warm transfer calls to other vendors?

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## **ATTACHMENT VI: COMPANY BACKGROUND AND EXPERIENCE TECHNICAL QUESTIONNAIRE**

**Instructions:** Provide a response to all questions below. Do not answer a question by referring to the answer of a previous question; restate the answer or recopy the answer under the new question. If, however, the question asks you to provide a copy of something, you may indicate where this copy can be found by referencing an attachment/exhibit number, letter or heading.

You are to state the question, then answer the question. Do not number answers without providing the question.

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

### **General**

1. Indicate the number of FSA and COBRA plans your firm has in force as of January 1, 2020.
  - a. What is the average tenure of your client?
  - b. What is the average size of those clients?
2. How many group health plans do you currently support?
3. Does your firm outsource any portions of the FSA and COBRA administration?
  - a. If so, what specific portions?
4. Is your firm currently in the process of any system conversions (i.e., adjudication platform, reporting tools including web-based, phone, website, etc.)?
  - a. If yes, which systems and when is completion expected?
5. Provide the date (month and year) of the last major system revision (i.e., adjudication platform, reporting tools including web-based, phone, website, etc.), how long it took to implement, and describe the type of revision or enhancement to each system.
6. Are there any major changes, upgrades, or modifications of your systems planned/scheduled in the next thirty-six (36) months?
  - a. If yes, describe your product changes (i.e., enhancement, upgrades, etc.), processes and procedures, and implementation schedule.
7. Have you been cited or fined or been threatened with citation or financial penalties within the last five (5) years by federal or state regulators for violations of federal or state laws and/or failure to implement regulations?
  - a. If yes, explain fully.
8. Provide an overview and the resources assigned to the steps your firm is taking to comply with HIPAA regulations. If a proposer is already in full compliance with HIPAA and HITECH, please state so and provide the steps the proposer completed to become compliant.

9. Identify the name(s) and title(s) of the individual(s) within your organization responsible for HIPAA compliance.
10. Provide an overview of the steps your firm has taken or will take to ensure compliance with PPACA requirements applicable to OGB, including but not limited to Section 1557, when communicating in any way with OGB participants.
11. Describe your firm's plan for a system back-up in the event of a system failure or disaster.
12. What is the latest date you would be comfortable beginning the implementation of OGB's business?
13. Have any of your firm's contracts to provide administration services for FSA and COBRA been terminated for cause?
  - a. If so, explain and identify the client.
14. How does your firm monitor and communicate to clients regarding legislative, regulatory, and compliance issues related to FSA and COBRA administration?
15. Describe internal-control procedures in place to ensure compliance with IRS, Department of Labor and Department of Treasury regulations for administration of FSA and COBRA.
16. Has your firm filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignment for the benefit of creditors?
  - a. If so, provide an explanation including all relevant details.
17. Are there any pending Securities Exchange Commission investigations or other government investigations involving your firm?
  - a. If such are pending or in progress, include an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the firm's performance in a contract issued pursuant to this RFP.
18. Identify all open or pending litigation initiated by Proposer or where Proposer is a defendant, involving a customer matter.
19. Are there any pending Securities Exchange Commission investigations or other government investigations involving your firm?
20. Identify all suits filed against your firm within the past three (3) years.
21. Identify any and all litigation in which Proposer is a party and in which the amount in controversy exceeds \$1,000,000.
22. If applicable, provide details surrounding any mergers, sales, or acquisitions as to your business or book of business scheduled for the next twelve (12) months.
23. Identify the members of the implementation team that will service OGB's account during implementation.
24. Identify the members of the Account Management Team who will work with the account after implementation.
25. What services and/or special features set your firm apart from its competitors?

26. Provide a copy of the unclaimed property reporting and escheatment process.

## ATTACHMENT VII: COST PROPOSAL TEMPLATE

**Instructions:** The Proposer must provide cost information as defined in this Attachment VII. **Any deviation to the template will result in the proposal being deemed nonresponsive and will not be considered for award.**

Proposer shall complete the table in this Section. All pricing must be fully burdened all inclusive of all travel and contract-related expenses necessary to provide the services described in this RFP. Each cost component (i.e., FSA and COBRA administration) of the Cost Proposal will be scored separately using the methodology provided in RFP Section 3.1 Cost Evaluation.

**Note: Representations made by the Proposer in the responses provided below will become contractual obligations that must be met during the Contract term, unless lower costs are negotiated.**

### **FSA Administration (15 Points)**

List the monthly administrative fee for each FSA arrangement provided below.

Description of Service	Estimated FSA Participants (03/1/2021)	Fixed Monthly Administrative Fee (Per Enrolled Participant Per Month)
General-Purpose FSA	5417	\$
Limited-Purpose FSA	62	\$
Dependent Care FSA	340	\$

### **COBRA Administration (10 Points)**

Provide the monthly administrative fee per employee and retiree for the administration of all aspects of COBRA, including both health coverage and FSA plans.

Description of Service	Estimated Employees and Retirees Enrolled in OGB Health Plans (3/15/21)	Fixed Monthly Administrative Fee (*Per Employee and Retiree Per Month)
COBRA Administration	132216	\$

\*For COBRA administration, the administrative fee shall be based on the number of employees and retirees enrolled in the OGB health plans at the end of each month.

# ATTACHMENT VIII: RECORDS RETENTION SCHEDULE

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

## Records Retention Schedule

Http://www.sos.la.gov

SS ARC 932 (10/19)

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Internal Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the FY in which the audit report is issued. <sup>aa</sup>
2	LLA Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the FY in which the audit report is issued. <sup>aa</sup>
3	Group Benefits Policy and Planning Board Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created. <sup>aa</sup>
4	Group Benefits Policy & Planning Board Reports	ACT + 10 CY	0	ACT + 10 CY	M	S	N	V	ACT = until end of CY in which OGB ceases to exist. <sup>**</sup>
5	Group Benefits Policy & Planning Board Meeting Minutes	PERM	0	PERM	M	R	N	V	
6	Group Benefits Estimating Conference Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created. <sup>aa</sup>
7	Group Benefits Estimating Conference Meeting Minutes	PERM	0	PERM	M	R	N	V	
8	OGB 5-year Strategic Plan	ACT + 5 FY	0	ACT + 5FY	P	S	N	V	ACT = until the end of the FY in which the Strategic plan was drafted. <sup>aa</sup>
9	OGB HIPAA Compliance Records	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V	ACT = until the end of the CY in which the records were created or received. <sup>aa</sup>
<b>Permitted Retention Period Abbreviations</b> ACT - Active Period (when used define term in remarks column) FY - Fiscal Year (July 1 - June 30) CY - Calendar Year (Jan 1 - Dec 31) AY - Academic Year (Aug 1 - July 31) FFY - Federal Fiscal Year (Oct 1 - Sept 30) MO - Months WK - Week (Mon-Sun) DY - Day(s) PERM - Permanent ** = May be part of an Imaging/Electronic Exception. <sup>aa</sup> = May be part of an Imaging/Electronic Survey.									
		<b>Security Status Codes</b> P - Public Record M - May Contain Confidential Information C - Confidential Information			<b>State Records Center Use</b> Y - Yes N - No		<b>Vital Record Identification Code</b> V = Vital I = Important U = Useful		<b>Agency Abbreviations</b> LLA = Louisiana Legislative Auditor OGB = Office of Group Benefits HIPAA = Health Insurance Portability and Accessibility Act

Agency Approval *Thomas J. Moore*

Date Signed *1-2-2020*

Secretary of State, State Archives & Records Services *Sharon S. Appleby, OPR*

Date Approved *1-8-2020*

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

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Remarks

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total					
1	OGB Budget Request Documents/Records	ACT + 5 FY	0	ACT + 5 FY	P	R	N	V	ACT = until the end of the FY in which created <sup>xx</sup>
2	Actuarial Revenue/Expenditure Line-Item Projections	ACT + 5 FY	0	ACT + 5 FY	M	S	N	V	ACT = until the end of the FY in which received <sup>xx</sup>
3	Actuarial Premium Rate Schedules	ACT + 5 CY	0	ACT + 5 CY	P	S	N	V	ACT = until the end of the FY in which received <sup>xx</sup>
4	Official Premium Rate Schedules	ACT + 10 CY	0	ACT + 10 CY	P	S	N	V	ACT = until end of the CY in which the OGB ceases to exist <sup>xx</sup>
5	Monthly OTS Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received <sup>xx</sup>
6	Annual IAT Agreements & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received <sup>xx</sup>
7	Miscellaneous/One-time Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received <sup>xx</sup>
8	OGB Fiscal Note Worksheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created <sup>xx</sup>
9	DOA Analysis Sheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created <sup>xx</sup>
10	Fuel Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received <sup>xx</sup>

**Permitted Retention Period Abbreviations**

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 MO - Months WK - Week (Mon-Sun) DY - Day(s)  
 PERM - Permanent  
 \*\* = May be part of an Imaging/Electronic Exception.  
 xx = May be part of an Imaging/Electronic Survey.

**Security Status Codes**

P - Public Record  
 M - May Contain Confidential Information  
 C - Confidential Information

**State Records Center Use**

Y - Yes  
 N - No

**Agency Abbreviations**

OGB - Office of Group Benefits  
 OTS - Office of Technology Services  
 IAT - Inter Agency Transfers  
 DOA - Division of Administration

Agency Approval: *[Signature]*

Date Signed: 1-7-2020

Secretary of State, State Archives & Records Services: *[Signature]*

Date Approved: 1-8-2020

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

### Records Retention Schedule

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 REPLACEMENT PAGE  
 ADDENDUM PAGE

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Annual Enrollment Member Guides	ACT + 10 CY	0	ACT + 10 CY	P	D	N	I	ACT = until the end of the CY in which OGB ceases to exist**
2	Annual Enrollment Member Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created**
4	Annual Enrollment HR Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created**
5	Agency/Member Memos on OGB Policies/Procedures Changes	ACT + 10 CY	0	ACT + 10 CY	P	D	N	V	ACT = until the end of the CY in OGB ceases to exist**
6	Medicare Part D Creditable Coverage Notices	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V	ACT = until the end of the CY in which the notices were created**
7	Publications	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until end of CY in which OGB ceases to exist**

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**Security Status Codes**  
 P - Public Record  
 M - May Contain Confidential Information  
 C - Confidential Information

**Archival Processing Codes**  
 A - Transfer to State Archives  
 R - Retain in Agency Archives  
 S - Review by State Archives  
 D - Review by State Archives/Electronic  
 O - Other (Specify in Remarks)

**State Records Center Use**  
 Y - Yes  
 N - No

**Vital Record Identification Code**  
 V = Vital  
 I = Important  
 U = Useful

**Agency Abbreviations**  
 HR - Human Resources  
 OGB - Office of Group Benefits

Agency Approval: [Signature] Date Signed: 1-7-2020  
 Secretary of State, State Archives & Records Services: [Signature] Date Approved: 1-8-2020

Louisiana Secretary of State  
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\_\_\_ RENEWAL

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Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Employee Driver Authorization Forms	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the employee separates from agency**
2	OGB Employee Safety Meetings Training Materials & Sign-in Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received**
3	OGB Employee PES Evaluations and Planning Session Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which supervision ends**
4	OGB Employee Time & Attendance Reports	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the CY in which the reports were created or received**
5	Vehicle Logs & Supporting Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received**
6	SOF & Supporting Documents	ACT + 2 FY	1 FY	ACT + 3 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received**
7	OGB Visitor Logs/Sign-in Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created**
8	Daily Documents/Mail Assignments Logs	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created**
9	Records Management Files (Retention Schedules, disposal requests, Transmittals, Surveys and Exceptions)	ACT + 10 CY		ACT + 10 CY	M	S	N	V	ACT = until end of CY in which OGB ceases to exist. **

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 D - Review by State Archives/Electronic  
 O - Other (Specify in Remarks)

State Records Center Use  
 Y - Yes  
 N - No

Vital Record Identification Code  
 V = Vital  
 I = Important  
 U = Useful

Agency Abbreviations  
 SOF - Special order Form  
 OGB - Office of Group Benefits  
 PES = Personnel Evaluation System

*[Signature]*  
 Agency Approval

*[Signature]*  
 Date Signed

*[Signature]*  
 Secretary of State, State Archives & Records Services

*[Signature]*  
 Date Approved





## Records Retention Schedule

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Agency No	Agency / Division / Section	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
			In Office	In Storage	Total					
003.005	Division of Administration / Office of Group Benefits / Customer Service									Indicate Use of Form ___ ORIGINAL SUBMISSION ___ XRENEWAL ___ REPLACEMENT PAGE ___ ADDENDUM PAGE
1		Enrollment Change Forms & Supporting Eligibility Documents (GB-01)	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
2		Designation Forms (OGB Coordinator, Agency Master User, Invoice Contact) (GB-74, GB-75, GB-78)	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until the end of the CY in which OGB ceases to exist. **
3		OGB Member Correspondence	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
4		Daily Work Papers (Includes printed copies of imaged documents and non-essential notes with PHI or OGB member contact info, produced by OGB Customer Service section staff)	ACT	0	ACT	M	S	N	U	ACT = until the end of the day in which the work papers were created **

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**State Records Center Use**  
 Y – Yes  
 N – No

**Vital Record Identification Code**  
 V = Vital  
 I = Important  
 U = Useful

**Agency Abbreviations**  
 OGB = Office of Group Benefits  
 PHI = Personal Health Information

Agency Approval: *Thomas J. Taylor* Date Signed: 1-3-2020 Secretary of State, State Archives & Records Services: *Quenna E. Stephens, CRM* Date Approved: 1-8-2020

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Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total					
1	Self-funded Health Plan Medical TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received <sup>xx</sup>
2	Self-funded Health Plan Pharmacy TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received <sup>xx</sup>
3	Fully Insured Health Plan Vendors Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received <sup>xx</sup>
4	Capitated Primary Care Network Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received <sup>xx</sup>
5	IMMHEHRA Vendor Invoices and Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received <sup>xx</sup>
6	Health Plan Vendors Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the report or deliverable was received <sup>xx</sup>
7	Health Savings Account Enrollment & Payroll Deduction Election/Changes (GB-79 Forms)	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. <sup>xx</sup>
8	TPA Health and Pharmacy Claims (including supplemental Claims)	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. <sup>xx</sup>

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 MO - Months WK - Week (Mon-Sun) DY - Day(s)  
 PERM - Permanent  
 \*\* = May be part of an Imaging/Electronic Exception.  
<sup>xx</sup> = May be part of an Imaging/Electronic Survey.

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

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

**Agency Abbreviations**  
 TPA = Third party administrator  
 IMMHEHRA = Individual Medicare Market Exchange with Health Reimbursement Arrangements  
 OGB = Office of Group Benefits

Agency Approval *[Signature]*

Date Signed *1-7-2020*

Secretary of State, State Archives & Records Services *[Signature]*

Date Approved *1-8-2020*





Louisiana Secretary of State  
 Division of Archives, Records Management and History  
 Post Office Box 94 125, Baton Rouge, LA 70804

Http://www.sos.la.gov

### Records Retention Schedule

SS ARC 932 (10/19)

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Indicate Use of Form

ORIGINAL SUBMISSION

RENEWAL

REPLACEMENT PAGE

ADDENDUM PAGE

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total					
1	Filing Deadline Mail Records	ACT + 3 CY		ACT + 3 CY	M	S	N	I	ACT = until the end of the CY in which the document was created or received. <sup>AA</sup>
2	Live and Event Claims Records	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. <sup>**</sup>
3	Field and Audit Reports	ACT + 5 CY		ACT+ 5 CY	M	S	N	I	ACT = until the end of the CY in which Report was issued. <sup>AA</sup>
4	Health Claims (Including supplemental Claims)	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. <sup>**</sup>
5	Explanation of Benefits (EOBs)	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. <sup>**</sup>
6	Medical Records	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. <sup>**</sup>
7	Pre-determinations	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. <sup>**</sup>
8	Case Management	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. <sup>**</sup>
9	Medical Necessities	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. <sup>**</sup>

**Permitted Retention Period Abbreviations**

ACT - Active Period (when used define term in remarks column)  
 FY - Fiscal Year (July 1 - June 30)  
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 I = Important  
 U = Useful

**Agency Abbreviations**  
 OGB = Office of Group Benefits

*[Signature]*  
 Agency Approval

1-8-2020  
 Date Signed

*[Signature]*  
 Secretary of State, State Archives & Records Services

1-8-2020  
 Date Approved

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

**Records Retention Schedule**

Http://www.sos.la.gov

SS ARC 932 (10/19)

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Indicate Use of Form  
 ORIGINAL SUBMISSION  
 RENEWAL  
 REPLACEMENT PAGE  
 ADDENDUM PAGE

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
10	Paid in Vouchers	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
11	Flexible Benefit Master File	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
12	Hospital Audits, Statistical Reports and Work Papers	ACT + 5 CY		ACT + 5 CY	M	S	N	I	ACT = until the end of the CY in which Report was issued. **
13	Fraud and Abuse Case Files and Logs	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
14	Health Claim Audits and work papers (including over \$500 plan Member check Audits)	ACT + 5 CY		ACT + 5CY	C	S	N	I	ACT = until the end of the CY in Audit is completed. **
15	Special Reports (Outlier, Check Cycle)	ACT + 10 CY		ACT + 10CY	M	S	N	I	ACT = until the end of the CY in which report is run. **
16	Reviews (Medical and Chiropractic)	ACT + 10 CY		ACT + 10CY	C	S	N	I	ACT = until the end of the CY in which OGB ceases to exist. **
17	Case Management	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
18	Medical Necessities	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **

**Permitted Retention Period Abbreviations**  
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**Agency Abbreviations**  
 OGB = Office of Group Benefits

Agency Approval *[Signature]*

Date Signed 1-2-2020

Secretary of State, State Archives & Records Services *[Signature]*

Date Approved 1-8-2020



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

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

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

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

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

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

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## **ATTACHMENT X: INSURANCE REQUIREMENTS**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **3. Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

#### **4. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### **5. Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy

must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

## **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

## **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

### 1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

### 2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

### 3. All Coverages

- e. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- f. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall

not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

- g. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- h. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

**D. ACCEPTABILITY OF INSURERS**

- 3. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
- 4. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

**E. VERIFICATION OF COVERAGE**

- 5. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
- 6. The Certificate Holder Shall be listed as follows:
  - State of Louisiana
  - Office of Group Benefits, Its Officers, Agents, Employees and Volunteers
  - Address, City, State, Zip
  - Project or Contract #:
- 7. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
- 8. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

**F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

**G. WORKERS COMPENSATION INDEMNITY**

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