



**STATE OF LOUISIANA**  
**DIVISION OF ADMINISTRATION**  
**OFFICE OF GROUP BENEFITS (OGB)**

**NOTICE OF INTENT TO CONTRACT (NIC)**

**FOR**

**DISCOUNT DENTAL AND VISION PLAN**

Issued January 3, 2005



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**SECTION I**

**GENERAL INFORMATION AND  
INSTRUCTIONS OF PROPOSAL FORMAT**

**A. Purpose/Scope of Services**

The State of Louisiana, Office of Group Benefits (hereinafter called “OGB”) is requesting proposals from any qualified Proposer to provide a statewide DISCOUNT DENTAL AND VISION PLAN for its plan participants.

The OGB currently offers a DISCOUNT DENTAL AND VISION PLAN for plan members. The vendor is Louisiana Dental Plan. See APPENDIX or our website ([www.groupbenefits.org](http://www.groupbenefits.org)).

Plan participants (approximately 220,000 covered lives) in all of OGB’s health plans (PPO, EPO, MCO, and HMO) will be eligible to utilize this Discount Dental and Vision Plan. This will be a “value added” plan for our health plans which means that OGB is only requesting a provider network that is willing to provide our plan participants with a discount for their services. Services requested will not involve claims payment to plan members or providers.

The OGB Program is not subject to ERISA.

OGB has nine regions as follows:

Region	Zip Codes
1 New Orleans	700 - 701
2 Houma/Thibodaux	703
3 Northshore	704
4 Lafayette	705
5 Lake Charles	706
6 Baton Rouge	707 - 708
7 Alexandria	713 - 714
8 Shreveport	710 - 711
9 Monroe	712



## **B. Background**

The State of Louisiana through, OGB is authorized by statute to provide health and accident benefits and life insurance to state employees, retirees and their dependents. Plan member eligibility includes employees of state agencies, institutions of higher education, local school boards that elect to participate and certain political subdivisions. Eligibility does not include local government entities, parishes, or municipalities. OGB manages self-insured and self-administered health and accident benefit plans for approximately 220,000 covered contracts. The term, covered contract, as used in this Notice of Intent to Contract (NIC) is defined as any class of coverage in which a plan member is enrolled, whether single, two-party or family. Therefore, a covered contract includes the employee or retiree and any covered dependents.

## **C. Contract Provisions**

OGB is expected to award a three year (multi-year) contract with the contract terms provided in Appendix. Any deviation sought by a Proposer from these contract terms should be included in the Proposal. The provisions of the NIC and the winning proposal will be incorporated by reference into the contract. Any additional clauses or provisions, required by the Federal or State law or regulation in effect at the time of execution of the contract, will be included.

Contractor must be authorized to do business in Louisiana. If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor must obtain authority to conduct business in Louisiana.

Contractor shall warrant that it shall comply with all applicable laws, including licensing requirements of the state and federal government, and with applicable accreditation and other standards of quality generally acceptable in the area of the Contractor's field of the Plan's activities.

## **D. Instructions on Proposal Format**

Proposers should respond thoroughly, clearly and concisely to all of the points and questions set forth in the NIC. Answers should specifically address current capabilities separately from anticipated capabilities.

1. Submit the original and five (5) copies of a completed, numbered proposal placing each in a three-ring binder.



2. Use tabs to divide each section and each attachment. The tabs should extend beyond the right margin of the paper so that they can be read from the side and are not buried within the document.

3. Order of presentation:

Cover letter (Optional)

Tab 1. Contracting Parties

Tab 2. Proposer Requirements-Qualifications of Proposer

Tab 3. Proposer Requirements-Qualified Providers

Tab 4. Proposer Requirements-Financial Statements

Tab 5. Proposer Requirements-Acceptance of Contractual Obligations

Tab 6. Proposer Requirements-Louisiana Licenses

Tab 7. Signature Page

4. Submit the original and five (5) numbered copies of the Cost Proposal Form (Section IV), in a separate, **sealed** envelope clearly marked, **"Discount Dental and Vision Plan NIC"** on the outside of such envelope.
5. Answer questions **directly**. Where you do not want to provide an answer, indicate not applicable or no response.

Do not answer a question by referring to the answer of a previous question, restate it 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 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.

#### **F. Ownership, Public Release and Costs of Proposals.**

1. All proposals submitted in response to this NIC become the property of the OGB and will not be returned to the Proposers.
2. After award of the Contract, all proposals will be considered public record and will be available for public inspection during regular working hours.



3. Costs of preparation, development and submission of the response to this NIC are entirely the responsibility of the proposer and will not be reimbursed in any manner.

**G. Proposer Requirements**

In order for your proposal to be considered, your firm/organization must:

1. Have a minimum of three (3) years experience providing the type services requested in this NIC.
2. Have at least one current client with 1,000 or more covered employees (not counting covered dependents).
3. Be able to provide qualified providers to perform the services requested in this NIC.
4. Be able to provide documentation of your financial condition by submitting financial statements for the two most recent complete fiscal years or by prospectus.
5. Must accept all terms, conditions, and requirements of this NIC as contractual obligations.
6. Must have all required Louisiana licenses.

**NOTE: Only those proposals meeting these requirements will be considered for evaluation.**



**SECTION II**  
**SCHEDULE OF EVENTS**

**A. Time Line**

Public Notice	January 3, 2005
NIC Mailed/Available	January 3, 2005
Mandatory Notification to OGB of Proposer's Interest In Submitting a Proposal	January 18, 2005
Deadline To Receive Written Questions	January 18, 2005
Issue Answers to Written Questions	January 21, 2005
Proposals Due	February 7, 2005
Finalist's interviews	TBD
Probable selection and notification of award	TBD
Contract Effective Date	July 1, 2005

**NOTE: The OGB reserves the right to deviate from this schedule.**

**B. Mandatory Notification to OGB of Proposer Interest In Submitting a Proposal**

Only Proposer's that have notified OGB of an interest in submitting a proposal will receive the answers to the written questions and will be allowed to submit a Proposal. Notification can be a Facsimile or E-Mail at the same fax number and e-mail address listed below under (C) Written Questions on the NIC.



**C. Written Questions on the NIC**

Written question regarding the NIC are to be submitted to and received in the office of the Chief Executive Officer of the OGB on or before 4:00 p.m. on the date listed in the Schedule of Events. Written questions should be directed to:

A. Kip Wall  
Chief Executive Officer  
Office of Group Benefits  
P.O. Box 44036  
Baton Rouge, LA 70804  
Fax Number (225) 925-4721  
or  
5825 Florida Blvd., (2nd floor)  
Baton Rouge, LA 70806  
or  
E-Mail: [bstromain@ogb.state.la.us](mailto:bstromain@ogb.state.la.us)

**D. Proposal Due Date**

The original proposal must be signed by an authorized representative of your firm/organization and delivered, together with five (5) numbered copies, between the hours of 8:00 a.m. and 4:00 p.m. on the date listed in the schedule of events to:

A. Kip Wall  
Chief Executive Officer  
Office of Group Benefits  
Post Office Box 44036  
Baton Rouge, Louisiana 70804  
or  
5825 Florida Blvd., (2<sup>nd</sup> floor)  
Baton Rouge, LA 70806





**SECTION III**

**PROPOSAL EVALUATION**

**A. Proposal Evaluation**

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the NIC. Proposals found not to be in compliance will be rejected from further consideration. The Selection Committee will evaluate the complaint proposals using the Selection Criteria below. Following the initial evaluation, the Selection Committee may invite those Proposers whose proposals are deemed reasonably susceptible of being selected for award for interviews and/or site visits at the OGB's offices in Baton Rouge, Louisiana, or the Committee may make site visits to the Proposer's offices and conduct interviews on site. The interviews and/or site visits will allow the Committee to substantiate and clarify representations contained in the Proposers written proposals, evaluate the capabilities of each Proposer and score each Proposal according to the criteria below. The scores will clarify the initial evaluation scoring to reach a final scoring to determine the highest scoring proposal. The proposal receiving the highest total score will be recommended for contract award.

**B. Evaluation Criteria**

After determining that a proposal satisfies the Proposer Requirements stated in the NIC, an assessment of the relative benefits and deficiencies of each proposal, including information obtained from references, interviews and discussions and/or site visits, if held, shall be made using the following criteria:

- |  |                    |
|--|--------------------|
| 1. Qualifications and Experience of the Proposer               | 100 points         |
| 2. Network of Providers  | 300 points         |
| 3. Cost of Services – Monthly Premium/Fee                      | 300 points         |
| 4. Cost of Services – Discount off 80 <sup>th</sup> Percentile | <u>300 points</u>  |
|  | Total 1,000 points |

Use Fee Schedule from the National Dental Advisory Service.  
This should be quoted on a statewide basis. If quoted by regions, the regions will be totaled and averaged to obtain a statewide quote.



**C. Cost Evaluation**

All expenses (personnel compensation, travel, office supplies, copies, communications and etc.) should be included in the proposed total cost. In addition, any projected increases for delivery of services for the entire contract period should be anticipated and included in the proposed cost.

Evaluation of Cost:

The total contract charge shall be quoted on The Cost Proposal Form (Attachment IV- Page 19) of this NIC.

**Only one contract will be issued and will include both services requested. A quote for only one of the services will not be accepted.**

**A maximum of 300 points shall be given to the proposal with the lowest total cost of services – monthly premium/fee and a maximum of 300 points shall be given to the proposal with the highest cost of services – Discount off 80<sup>th</sup> Percentile Fee Schedule from the National Dental Advisory Service.**

Points for the other proposals shall be awarded using the following formula:

$$\frac{(X)}{N} \times 300 = Z$$

Where:

Cost of Services - Monthly Premium/Fee

- X = lowest computed cost for any proposal
- N = actual computed cost awarded to the proposal
- Z = awarded points

Cost of Services – Highest Discount off of 80<sup>th</sup> Percentile Fee Schedule from the National Dental Advisory Service.

- X = highest computed discount for any proposal
- N= actual computed cost awarded to the proposal
- Z = awarded points

**NOTE: There will be no additional points awarded for having additional benefits such as Massage Therapy, Cosmetic Surgery, Hearing, etc.**



**TAB 1**

**CONTRACTING PARTIES**

A. PRIMARY PROPOSER

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Principals: \_\_\_\_\_

\_\_\_\_\_

Date Founded \_\_\_\_\_

B. PARENT COMPANY

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Principals: \_\_\_\_\_

\_\_\_\_\_

Date Founded \_\_\_\_\_



C. SUBSIDIARIES/AFFILIATES TO PERFORM SIGNIFICANT SERVICES  
(Provide the requested information for each such subsidiary or affiliate.)

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Principals: \_\_\_\_\_

Date Founded \_\_\_\_\_

D. NIC COORDINATOR/CONTACT

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone Number  
(with extension) \_\_\_\_\_

Fax Number \_\_\_\_\_



**TAB 2**

**PROPOSERS REQUIREMENTS - # 1 and # 2 (See page 5-G)**

**QUALIFICATIONS AND EXPERIENCE OF PROPOSER**

Proposer Requirement: Have a minimum of three (3) years experience providing the type of services requested in this NIC.

Have at least one current client with 1,000 or more covered employees (not counting covered dependents).

1. Please provide a **brief** summary of the background and history of your firm/organization and state why it is best qualified to provide the types of services requested in the NIC. This summary must reflect a minimum of three (3) years experience providing the type of services requested in this NIC.
2. List two or more clients that you are currently providing similar services for which one must have 1,000 or more covered employees (not counting covered dependents). For each customer, please provide the name, title, address, and telephone number of your principal contact and the effective dates of your contract. With reference to the NIC requested services please identify the same type of services that you have provided for each such plan during the previous three years.
3. List clients for whom you previously provided services within the previous three years for which such services have terminated. For each such client please describe the nature and scope of the services which you provided, state the reason for termination, and provide the name, title, address, and telephone number of your principal contact.



**TAB 3**

**PROPOSER REQUIREMENTS - # 3 (See page 5-G)**

**QUALIFIED PROVIDERS**

Proposer Requirement: Be able to provide qualified providers to perform the services requested in this NIC.

Provide a list of participating providers.



**TAB 4**

**FINANCIAL STATEMENTS - # 4 (See page 6-G)**

Proposer Requirement: Be able to provide documentation of your financial condition.

1. Submit financial statements for the two most recent complete fiscal years or by prospectus.



**Tab 5**

**ACCEPTANCE OF CONTRACTUAL OBLIGATIONS  
# 5, (See page 6-G)**

Proposer Requirement: Must accept all terms, conditions, and requirements of this NIC as contractual obligations.

1. Please certify your acceptance of this requirement.





**TAB 6**

**LOUISIANA LICENSES**

**#6 (See page 6-G )**

Must have all required Louisiana license(s).

1. Please provide a copy of your license(s).



**TAB 7**

**SIGNATURE PAGE**

**OFFICE OF GROUP BENEFITS**



This proposal, together with all attachments and the Cost Proposal Form, is submitted on behalf of:

Proposer: (NAME OF PROPOSER)

I hereby certify that:

1. This proposal complies with all requirements of the NIC. In the event of any ambiguity or lack of clarity, the response is intended to be in compliance.
2. This proposal was not prepared or developed using assistance or information illegally or unethically obtained.
3. I am solely responsible for this proposal meeting the requirements of the NIC.
4. I am solely responsible for its compliance with all laws and regulations applicable to the preparation, submission and contents of this proposal.
5. All information contained in this proposal is true and accurate.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title



Section IV

**COST**  
**PROPOSAL FORM**

(NAME OF PROPOSER) \_\_\_\_\_

Proposes to provide the services requested in this Notice of Intent to Contract (NIC) for the Office of Group Benefits in accordance with the requirements, terms, and conditions of the Notice of Intent to Contract (NIC):

**DISCOUNT DENTAL AND VISION PLAN**

**Proposed Contract Amount**

\$ \_\_\_\_\_ Monthly Premium/Fee Amount

\_\_\_\_\_ % Discount Off 80<sup>th</sup> Percentile Fee Schedule from the National Dental Advisory Service

**NOTE: Please submit your cost proposal as requested. Alternatives will not be considered. Only one contract will be issued and will include both services requested. A quote for only one of the services will not be accepted.**

Note: All expenses (personnel compensation, travel, office supplies, copies, communication and etc.) should be included in the proposed total cost. In addition, any projected increases for delivery of services for the entire contract period should be anticipated and included in the proposed cost.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

Note: The original and five (5) copies of this Cost Proposal Form are to be submitted in a separate, sealed envelope marked "DISCOUNT DENTAL AND VISION PLAN NIC" on the outside of such envelope. **Do not include this Cost Proposal Form in the three ring binder with the other required portions of your proposal.**



## **APPENDIX**

### **STANDARD CONTRACT**

#### **STATE OF LOUISIANA OFFICE OF GROUP BENEFITS (OGB)**

The STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF GROUP BENEFITS (hereinafter sometimes referred to as the OGB) located at 5825 Florida Blvd., Baton Rouge, LA 70806 and (hereinafter sometimes referred to as "Contractor") do hereby enter into a contract under the following terms and conditions:

#### **1.0 PURPOSE/SCOPE OF SERVICES**

Goal: The goal of this contract is to offer a "Discount Dental Plan" to the Office of Group Benefits plan participants.

Objective: The objective of this contract is to contract with an organization that can assist the Office of Group Benefits accomplish its goal.

The Contractor will provide to active employees and retired employees that are plan participants of the Office of Group Benefits the following services: (To be determined in accordance with the NIC and Contractor's proposal).

#### **2.0 TERM OF CONTRACT**

- A. This contract shall begin July 1, 2005 and end June 30, 2008.
- B. This contract is not effective until approved by the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502.



### **3.0 PAYMENT TERMS**

- A. In consideration of the services described in this contract the maximum the OGB will pay Contractor is (To Be Determined) per month.
- B. Payment will be issued after the Contractor Supervisor receives the monthly invoice and issues written approval for payment.
- C. The maximum amount payable by OGB to Contractor pursuant to this Contract will not exceed (To Be Determined).

### **4.0 STAFF INSURANCE**

Contractor shall procure and maintain for the duration of this 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.

### **5.0 TAXES**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be contractor's obligation and identified under Federal Tax Identification Number

\_\_\_\_\_.

### **6.0 SECURITY**

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

### **7.0 CONFIDENTIALITY**

The parties, their agents, staff members and employees agree to maintain as confidential all individually identifiable information regarding Louisiana Office of Group Benefits plan members, including but not limited to patient records, demographic information and claims history. All information obtained by contractors from the OGB shall be maintained in accordance with state and federal law, specifically including but not limited to the Health Insurance Portability and Accountability Act of 1996, and any regulations promulgated thereunder (collectively, "HIPAA"). To that end, the parties anticipate amending this contract to be in full compliance with all relevant provisions of



HIPAA, including but not limited to all provisions relating to Business Associates.

Further, the parties agree that all financial, statistical, personal, technical and other data and information relating to either party's operations which are designated confidential by such party and made available to the other party in carrying out this contract, shall be protected by the receiving party from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the OGB and/or Contractor. Neither party shall be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the party's possession, is independently developed by the party outside the scope of this contract, or is rightfully obtained from third parties.

## **8.0 TERMINATION FOR CAUSE**

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

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the OGB to comply with the terms and conditions of this contract; provided that the Contractor shall give the OGB written notice specifying the OGB's failure. Furthermore, the Contractor shall be entitled to suspend any and all services until such time as when the OGB is not in default of its obligations under this contract.

## **9.0 TERMINATION FOR CONVENIENCE**

The OGB may terminate the contract at any time without penalty by giving thirty (30) days written notice to Contractor. Upon any termination of this contract the Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.



## **10.0 REMEDIES FOR DEFAULT**

Any claims or controversy arising out of this contract shall be resolved in accordance with the provisions of La R.S. 39:1524 – 1526.

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be construed pursuant to, and in accordance with, the laws of the State of Louisiana and venue of any action brought under this contract shall be the Nineteenth (19<sup>th</sup>) Judicial District Court.

## **11.0 OWNERSHIP OF PRODUCT**

All records, reports, documents and other material delivered or transmitted to Contractor by OGB shall remain the property of OGB, and shall be returned by Contractor to OGB, at Contractor's expense, at termination or expiration of this contract. Contractor may retain one copy of such records, documents or materials for archival purposes and to defend its work product. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor specifically and exclusively for the OGB in connection with the performance of the services contracted for herein shall become the property of the OGB, and shall, upon request, be returned by Contractor to OGB, at Contractor's expense, at termination or expiration of this contract.

## **12.0 ASSIGNMENT**

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the OGB, provided however, that claims for money due or to become due to the Contractor from the OGB may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the OGB and to the Office of Contractual Review, Division of Administration.

## **13.0 RIGHT TO AUDIT**

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agency of the State the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities. Any audit shall be conducted during ordinary business hours and upon reasonable advance notice to the Contractor.



#### **14.0 RECORD RETENTION**

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after project completion of contract, or as required by applicable Federal law, whichever is longer.

#### **15.0 AMENDMENTS IN WRITING**

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when it has been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

#### **16.0 FUND USE**

Contractor agrees not to use funds received for services rendered under this contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any

proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

#### **17.0 NON-DISCRIMINATION**

Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.





## 18.0 AVAILABILITY OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriation 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 reductions 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. Such termination shall be without penalty or expense to the OGB except for payments which have been earned prior to the termination.

## 19.0 PROJECT MANAGEMENT/MONITORING PLAN

Project Management:

Contractor shall provide, at a minimum, the following project management functions:

- A. Routine Project Management: The Contractor shall provide day to day project management using the best management practices for all tasks and activities necessary to complete the scope of services pursuant to this contract.
- B. Project Work Plan: The Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate.

Contractor agrees to provide the following contract related resources:

- A. Project Manager: Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The Project Manager shall possess the technical and functional skills and knowledge to direct all aspects of the Project.
- B. Key Personnel: Contractor shall assign staff who possesses the Knowledge, skills, and abilities to successfully perform assigned tasks.



OGB agrees to provide the following contract related resources:

- A. Contract Supervisor: OGB shall appoint a Contract Supervisor for this Contract that will provide oversight of the activities conducted hereunder. The assigned Contract Supervisor shall be the principal point of contact on behalf of the OGB and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

Monitoring Plan:

- A. Project Utilization Report: Contractor shall submit a annual utilization report signed by the Contractor/Project Manager. Specifics in regards to the report will be determined as agreed upon by the Contract Supervisor and Project Manager.
- B. Provide Issue Control: Contractor will develop and implement with OGB's approval, procedures and forms to monitor the identification and resolution of key project issues/problems.

## **20.0 PERFORMANCE MEASURES**

The Contract Supervisor will be responsible for the Performance Evaluation Report in regards to the scope of services provided by the Contractor Pursuant to this Contract. The Performance Evaluation will be based on the Successful implementation and utilization of the services pursuant to this Contract.

## **21.0 HEADINGS**

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

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

This contract (together with the NIC issued thereto by the OGB, the Proposal submitted by the Contractor in response to the OGB's NIC, 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 constructed 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 NIC and the Proposal; second priority shall be given to the provisions of the NIC and amendments thereto; and third priority shall be given to the provisions of the Proposal.

**BY SIGNING BELOW, THE PARTIES AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE.**

**STATE OF LOUISIANA  
OFFICE OF GROUP BENEFITS**

**CONTRACTOR**

**SIGNATURE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

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

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

**TITLE** Chief Executive Officer

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



**ATTACHMENT 1**

**CURRENT DENTAL AND VISION PLAN**

**LOUISIANA DENTAL PLAN IS CURRENT VENDOR**

**PLEASE SEE OUR WEBSITE [WWW.GROUPBENEFITS.ORG](http://WWW.GROUPBENEFITS.ORG)**  
**FOR ENTIRE PLAN AND PROVIDER LIST**



## Member Benefits and Dental Fee Schedule

The following fees apply to General Dentists and Orthodontists. Any specialist (Oral Surgeon, Periodontist, Pediatric Dentist, etc.) will charge a "member pay" fee equal to his regular fee minus 15-20%. Please refer to the Provider list to determine which fee schedule prices your General Dentist and/or Orthodontist will charge. If there is an A by the Provider's name, he/she will follow the A schedule prices. If there is a B beside the Provider's name, he/she will follow the B schedule prices. Please discuss these fees with Provider before any work is done.

Member Services		Fee Schedules	
		A	B
D0120	Periodic Oral Evaluation	\$11	\$14
D0140	Limited Oral Evaluation (Emergency Exam)	21	22
D0210	Complete Series X-ray	33	41
D0220	Single Peri-apical X-ray	3	5
D0230	Each Additional PA Film	3	5
D0272	Bite Wing X-ray	4	11
D0330	Panoramic X-ray	33	42
D0470	Study Models	16	17
D1110	Prophylaxis-Adult (Teeth Cleaning)	22	27
D1120	Prophylaxis-Child (Teeth Cleaning)	16	20
D1203	Fluoride Treatment	7	8
D1351	Sealant (per tooth)	13	17
D1510	Space Maintainer-Fixed Unilateral	64	125
D1515	Space Maintainer-Fixed Bilateral	94	150
D9999	Disposables	5	5
D9972	Cosmetic Bleaching (per arch)	160	165



Restorative Dentistry		Fee Schedules	
		<u>A</u>	<u>B</u>
	<i>Amalgam Restorations Silver Fillings for Posterior (back) Teeth</i>		
D2140	Cavities involving one surface	\$30	\$38
D2150	Cavities involving two surfaces	40	49
D2160	Cavities involving three surfaces	50	60
	<i>Composite Fillings (Tooth Colored) For Anterior (Front) Teeth</i>		
D2330	Cavities involving one surface	33	50
D2331	Cavities involving two surface	53	63
D2332	Cavities involving three surface	72	86
D2335	Composite Resin (involving incisal)	72	86
	<i>Composite Fillings (Tooth Colored) For Posterior (Back) Teeth</i>		
D2391	Cavities involving one surface	42	60
D2392	Cavities involving two surface	55	73
D2393	Cavities involving three surface	80	95

Crown and Bridge Base Fees		Fee Services	
		<u>A</u>	<u>B</u>
D2740	Crown- Porcelain	\$380	\$500
D2750	Crown- Porcelain fused to high noble metal	350	430+Metal
D2752	Crown- Porcelain fused to noble metal	350	430+Metal
D2790	Crown- Full cast high noble metal	355	430+Metal
D2792	Crown- Full cast noble metal	355	430
D2782	Crown- 3/4 cast noble metal	320	350
D2780	Crown- 3/4 cast high noble metal	340	350+Metal
D2931	Prefabricated stainless steel crown	80	96
D2940	Sedative Filling	22	22
D2950	Core build up (including any pins)	58	75
D2954	Prefabricated post and core in addition to crown	68	88



Endodontics (Root Canal Treatment)		Fee Services	
		<u>A</u>	<u>B</u>
	Diagnostic Exam	\$11	\$12
D3110	Pulp Cap- Direct (excluding final restorations)	6	15
D3220	Therapeutic Pulpotomy (excluding final restorations)	43	45
	<i>Root Canals</i>		
D3310	Anterior (excluding final restoration)	145	%20 Off
D3320	Bicuspid (excluding final restoration)	185	%20 Off
D3330	Molar (excluding final restoration)	240	%20 Off
D3340	Molar (excluding final restoration)	265	%20 Off

Oral Surgery		Fee Services	
		<u>A</u>	<u>B</u>
D7110	Extraction, Erupted Tooth or Exposed Root	\$29	\$47
D7210	Surgical Extraction	60	80
D7220	Removal of Impacted Tooth- Soft Tissue	59	81
D7230	Removal of Impacted Tooth- Partially Bony	110	132
D7240	Removal of Impacted Tooth- Completely Bony	140	164
D7510	Incision and Drainage of Abscess- Intraoral soft tissue	33	35

Prosthetics (Dentures)		Fee Services	
		<u>A</u>	<u>B</u>
D5110	Complete Maxillary (Upper Denture) Excluding Extractions	\$450	\$550
D5120	Complete Mandibular (Lower Denture) Excluding Extractions	450	550
D5211	Upper Partial Denture- Resin Base (including any conventional clasps and rests)	350	395
D5212	Lower Partial Denture- Resin Base (including any conventional clasps and rests)	350	395
D5213	Upper Partial Denture- cast metal framework w/ resin denture bases (including any conventional clasps and rests)	540	610
D5214	Lower Partial Denture- cast metal framework w/ resin denture bases (including any conventional clasps and rests)	540	610
D5710	Rebase - Complete Upper Denture	155	183
D5711	Rebase - Complete Lower Denture	155	183
D5730	Reline Complete Upper Denture Chairside	85	97



D5731	Reline Complete Lower Denture Chairside	85	97
	Fixed Partial Denture Retainers-Crowns		
06750	Fixed Bridge Per Unit-Porcelain fused to high noble metal	340+Metal	430+Metal
06751	Fixed Bridge Per Unit-Porcelain fused to predominantly base metal	340+Metal	430+Metal

Periodontics		Fee Services	
		<u>A</u>	<u>B</u>
D4421	Gingivectomy or Gingivoplasty (per 1/4 mouth)	\$115	\$120
D4341	Periodontal Scaling and Root Planing (per 1/4 mouth)	82	87
D4910	Periodontal Prophylaxis	38	40

Orthodontics	Fee Services	
	<u>A</u>	<u>B</u>
Initial Exam	No Charge	No Charge
<i>Orthodontic Treatment (all ages)</i>		
Class 1 Treatment	\$2,325	\$2,650
Class 2 Treatment	2,525	2,888
Class 3 Treatment	2,795	3,111
<p><i>(Includes placement of appliance, treatment for two years (24 months), removal of appliances, records and placement of retainer. Does not include the cost of the retainer to be paid by LDP member. The Orthodontist will explain the length of treatment, all fees and the payment schedule. Orthodontic treatment that requires surgery or unusual services may require an additional charge. Discuss this with the Orthodontist prior to beginning treatment).</i></p>		





**Limitations and Exclusions**

- 1. Any treatment which in the opinion of the attending dentist is not necessary for the patient's dental health or that cannot be performed because of the general health of the patient.**
- 2. Treatment for injuries or conditions that are covered under Workman's Compensation or Employees Liability Laws, Automobile, Medical, No Fault or similar types insurance. Services which are provided without cost to the patient by any County, Municipality or other political subdivision.**
- 3. Member Benefits and Dental Fees Schedule apply only when treatment is performed at a participating dental office. If the service of a non-participating dentist is required, or services are performed in a hospital facility, these dental fees do not apply and the patient will be responsible to the nonparticipating dentist or hospital for the usual fees.**
- 4. Any dental treatment already in progress will be excluded. Special arrangements may be made at the option of participating providers to assume treatment in progress. Fees for assumption of treatment should be negotiated by provider and member. These fees may or may not be relative to Louisiana Dental Plan, Inc. Member Fees Schedule.**
- 5. When the member's Membership is no longer valid.**
- 6. The members may select the dentist of their choice; however, if the dentist selected is not a participating dentist, the fees charged by the nonparticipating dentist must be paid by the member. Any licensed dentist is eligible to participate in the plan. Application to become a plan provider may be obtained from the Louisiana Dental Plan, Inc. office. A providers participation will be contingent on acceptance and notification by Louisiana Dental Plan, Inc.**
- 7. Fees listed on the Members Benefits and Dental Fees Schedule are for procedures done by participating general dentists and orthodontists and should be considered specialist's fees.**
- 8. Participating specialists, other than an orthodontist, charge a "member pay" fee equal to his regular fee minus 15-20%.**