



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

NOTICE OF INTENT TO CONTRACT (NIC)

FOR

DISCOUNT DENTAL AND VISION PLAN

Issued April 18, 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).

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.

General Information:

1. OGB is currently paying a flat monthly rate of \$12,000 for its current Dental/Vision Plan (see attachment to this NIC).
2. The OGB Program is not subject to ERISA.
3. All OGB plan participants (approximately 220,000 covered lives) will qualify to use these services (active/retiree) so there will be no need for OGB to furnish Contractor eligibility information.
4. Contractor will not be required to issue an ID Card, plan participants will use their current OGB Health Plan ID Card.
5. Contractor will not be required to issue a Directory; however, a Directory should be available on their website.
6. Contractor will be required to accept OGB standard contract (see Appendix to this NIC). OGB will not accept the Contractor's standard contract.



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 lives.

C. Contract Provisions

OGB is expected to award a one year contract with two one-year options to renew 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. Proposer Requirements –Audit Plan

Tab 8. 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 a qualified network of providers. A **list of all current unique providers (list the provider only once regardless of how many locations he operates from)** need to be included in the submitted proposal. Also include a **list of providers by OGB Regions** (See page 4 for regions).



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.
7. Must include an "Audit Process Plan" in your proposal that may be used by OGB to confirm utilization and value offered to plan participants in regards to the services requested in this NIC.

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

SECTION II



SCHEDULE OF EVENTS

A. Time Line

Public Notice	April 18, 2005
NIC Mailed/Available	April 18, 2005
Deadline To Receive Written Questions	April 29, 2005
Mandatory Proposer's Conference	May 3, 2005
Issue Answers to Written Questions	May 3, 2005
Proposals Due	May 20, 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. 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. CST on the date listed in the Schedule of Events. Written questions can be a Facsimile or E-Mail at the same fax number and e-mail address listed below under (E) Proposal due date.



C. Mandatory Proposer's Conference

The Proposer's Conference will be held in the boardroom of the Office of Group Benefits at 5825 Florida Boulevard, Second Floor, in Baton Rouge, LA. At 10:00 a.m. CST on the date listed in the Schedule of Events.

A representative of your organization must attend the Mandatory Proposer's Conference. OGB staff will be available to discuss the proposal specifications with you and answer any questions you may have in regards to submitted questions. The Proposers Conference is considered an integral part of the NIC process. **Any Proposer which does not have a representative attend the Proposers Conference will not be eligible to submit a proposal.**

Attendance by a subcontractor is welcome, but will not be an acceptable substitute for a representative of the primary proposing firm/organization.

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., (2nd 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. | Network of Providers | 300 points |
| 2. | Cost of Services – Flat Monthly Fee | 350 points |
| 3. | Cost of Services - Dental Services Fees | <u>350</u> points |

Total 1,000 points

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.

Flat Monthly Service Fee



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

The maximum 350 points shall be awarded to the proposal with the lowest Flat Monthly Fee.

Points for the other proposals shall be awarded using the following formula for the monthly flat fee and Dental Services Fees (Dental Codes).

$$\frac{(X)}{N} \times 350 = Z$$

Where:

X = lowest computed cost

N = actual computed cost

Z = awarded points

Dental Service Fees

Contracted dental service fees shall be quoted as indicated on the Cost Proposal Form (Attachment IV- Page 19) of this NIC.

The contracted fees listed in the proposal will be compared to the 80th percentile of fees as identified in OGB's licensed edition of the National Dental Advisory Service (NDAS) 2005 Pricing Program to determine an aggregate discount for each proposer. The proposer offering the most favorable discount will receive the maximum 350 points for dental service fees. Others will be awarded points proportionately by comparing their respective discounts to the one determined to be most favorable.

NOTE: A Discount Vision Provider Network is required; however, no additional points will be awarded for this service.

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

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



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 NETWORK PROVIDERS

Proposer Requirement: Be able to provide qualified network providers.

1. Submit a hard copy and a electronic copy of a Excel Spreadsheet providing a current list of unique providers (list the provider only once regardless of how many locations he operations from). See required format on page 16.
2. Submit a hard copy and a electronic copy of a Excel Spreadsheet providing a current list of providers by OGB Regions (See page 4 for Regions).
3. Submit a copy of your standard provider contract.
4. Submit a description of your provider credentialing process.



TAB 3 – CONTINUED

REQUIRED UNIQUE PROVIDER FORMAT

Dentist Last Name	Dentist First Name	Address	City	Zip Code	Office Phone Number	Specialty Name	Accepting New Patients*
* Please use "YES" for Accepting new patients and "NO" for not accepting new patients							



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. The OGB NIC, the Proposer's proposal and the resulting contract will be the entire agreement between OGB and Contractor.

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 current license(s).



TAB 7

Audit Process Plan

#7 (See page 7-G)

Must include an "Audit Process Plan" in your proposal that may be used by OGB to confirm utilization and value offered to plan participants in regards to the services requested in this NIC.

1. Please provide an "Audit Process Plan."



TAB 8

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

A. Proposed Contract Amount:

Flat Monthly Fee \$ _____

B. Proposed Dental Services Fees (Statewide Cost Basis):

Procedure	Description	Contracted Fee**
D0120	periodic oral evaluation	
D0150	comprehensive oral evaluation - new or established patient	
D0272	bitewings - two films	
D1110	prophylaxis - adult	
D1120	prophylaxis - child	
D1351	sealant - per tooth	
D2140	amalgam - one surface, primary or permanent	
D2150	amalgam - two surfaces, primary or permanent	
D2160	amalgam - three surfaces, primary or permanent	
D2330	resin-based composite - one surface, anterior	
D2750	crown - porcelain fused to high noble metal	
D2751	crown - porcelain fused to predominantly base metal	
D2790	crown - full cast high noble metal	



D2950	core buildup, including any pins	
D3330	molar (excluding final restoration)	
D4341	periodontal scaling and root planing - four or more teeth per quadrant	
D4910	periodontal maintenance	
D5110	complete denture - maxillary	
D7111	extraction, coronal remnants - deciduous tooth	
D7140	extraction, erupted tooth or exposed root (elevation and/or forceps removal)	

**** If you do not have a single, statewide contracted fee for each listed service code with all providers in your network, indicate the HIGHEST contracted fee for each such service code, and, in an attachment provide complete details regarding variances in contracted pricing.**

NOTE: A Discount Vision Provider Network is required; however, No additional points will be awarded for this service.

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

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/Vision Plan" to the Office of Group Benefits (OGB) 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.

Scope of Services: OGB Discount Dental/Vision NIC and the proposal submitted by the Contractor including the Plan of Benefits details the services to be provided.

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 (19th) 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 will provide OGB with a "Audit Process Plan". 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 legislative 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 Brenda St.Romain

NAME _____

TITLE Deputy Assistant Secretary

TITLE _____



ATTACHMENT 1

CURRENT DENTAL AND VISION PLAN

LOUISIANA DENTAL PLAN IS CURRENT VENDOR

**PLEASE SEE OUR WEBSITE 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 Abcess- 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%.**