

**STATE OF LOUISIANA
OFFICE OF GROUP BENEFITS**

**REQUEST FOR PROPOSALS
FOR
FLEXIBLE SPENDING & COBRA ADMINISTRATION
SERVICES**

PROPOSAL DUE DATE: 7/14/14

ISSUED: 6/13/2014

TABLE OF CONTENTS

1	GENERAL INFORMATION.....	1
1.1	Purpose.....	1
1.2	Background.....	1
1.3	Scope of Services.....	1
2	ADMINISTRATIVE INFORMATION.....	1
2.1	Term of Contract.....	1
2.2	Pre-proposal Conference.....	1
2.3	Proposer Inquiries.....	1
2.4	Definitions.....	2
2.5	Schedule of Events.....	2
3	PROPOSAL INFORMATION.....	2
3.1	Minimum Qualifications of Proposer.....	2
3.2	Determination of Responsibility.....	3
3.2.1	Right to Prohibit Award.....	3
3.3	RFP Addenda.....	3
3.4	Waiver of Administrative Informalities.....	4
3.5	Proposal Rejection/RFP Cancellation.....	4
3.6	Withdrawal of Proposal.....	4
3.7	Subcontracting Information.....	4
3.8	Ownership of Proposal.....	4
3.9	Proprietary Information.....	4
3.10	Cost of Preparing Proposals.....	6
3.11	Errors and Omissions in Proposal.....	6
3.12	Contract Award and Execution.....	6
3.13	Code of Ethics.....	6
4	RESPONSE INSTRUCTIONS.....	6
4.1	Proposal Submission.....	6
4.2	Proposal Format.....	7
4.3	Cover Letter.....	7
4.4	Technical and Cost Proposal.....	7
4.5	Certification Statement.....	7
5	PROPOSAL CONTENT.....	7
5.1	Executive Summary.....	7
5.2	Corporate Background and Experience.....	8
	Proposer should indicate current number of FSA and COBRA administration clients currently being serviced. Provide approximate number of FSA and COBRA participants currently being served.	8
5.2.1	Request For Proposal (RFP) Veteran-Owned and Service- Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs.....	8
5.3	Proposed Project Staff.....	9
5.4	Products, Services, and Methodology.....	10
5.5	Cost Information.....	11
5.6	Innovative Concepts.....	11

6	EVALUATION AND SELECTION	12
6.1	Evaluation Team	12
6.2	Administrative and Mandatory Screening	12
6.3	Clarification of Proposals	12
6.4	Oral Presentations/Discussions May be Required	12
6.5	Evaluation and Review	12
6.5.1	Evaluation Procedure	12
6.5.2	Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)	13
6.5.3	Cost Evaluation	14
6.5.4	Qualifications and Experience Evaluation	14
6.5.5	Products and Services Evaluation	14
6.6	Announcement of Contractor	15
7	SUCCESSFUL CONTRACTOR REQUIREMENTS	15
7.1	Corporation Requirements	15
7.2	Billing and Payment	15
7.3	Confidentiality	15
	ATTACHMENT I:..... SCOPE OF SERVICES	17
	ATTACHMENT II: CERTIFICATION STATEMENT	19
	ATTACHMENT III: SAMPLE CONTRACT	20
	ATTACHMENT V: COST PROPOSAL	37

1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Office of Group Benefits (herein referred to as the State) for the purpose of attaining outside Flexible Spending Account (FSA) and COBRA administration.

1.2 Background

The state handles all aspects of Consolidated Omnibus Budget Reconciliation Act (COBRA) administration internally. In 2015, the State will offer four (4) medical plans. As of May 2014, there are 477 COBRA participants on the State's benefit plans.

The state currently offers a general purpose and limited health flexible spending account as well as a dependent care flexible spending account. The state has engaged a vendor to handle claims adjudication, while handling customer service and plan document maintenance, in house. Enrollment in May 2014 is 5,174 in General Purpose; 15 in Limited Purpose; and 378 in dependent care.

Currently, medical and FSA are offered to participants spanning 72 different payroll systems.

The state is looking for a vendor with capabilities to administer the entire COBRA and FSA process and handle all Internal Revenue Service (IRS) and Department of Labor (DOL) compliance requirements for these plans.

1.3 Scope of Services

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

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about January 1, 2015 and to continue through December 31, 2015 with the option for one year renewals after the first year. The State has the right to contract for up to three years upon approval.

2.2 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION

2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below:

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 4:00pm CST on the date specified in the Schedule of Events. The State reserves 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 provided directly.

Only Bill Guerra has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 Definitions

Contractor- the successful proposer who is awarded a contract

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

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

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

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and Post to LaPAC	6/13/2014
Deadline for receipt of written inquiries	6/20/2014
Issue responses to written inquiries	6/25/2014
Deadline for receipt of proposals	7/14/2014
Oral Presentation	Week of July 28, 2014
Announce award of contractor selection	Week of August 4, 2014
Begin Implementation	Upon award of contract

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

3 PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

It is required that Proposers meet or exceed the following qualifications:

- Authorized to conduct business in the State of Louisiana.
- Provide evidence that it has a minimum of 3 continuous years of experience, prior to the proposal deadline, providing and implementing COBRA and FSA administration services.
- Provide three (3) references of similar sized clients, based on current number of FSA participants and total COBRA eligible individuals.

3.2 Determination of Responsibility

Determination of the proposer’s responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The 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 the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP Addenda

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 <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

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

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.6 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.7 Subcontracting Information

The 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, should acknowledge in their proposals total responsibility for the entire contract.

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

Unless provided for in the contract with the 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 the State.

3.8 Ownership of Proposal

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

3.9 Proprietary Information

Proprietary, Privileged, Confidential Information in Proposals: After award of the Contract, all proposals will be considered public record and will be available for public inspection during regular working hours.

As a general rule, after award of the Contract, all proposals are considered public record and are available for public inspection and copying pursuant to the Louisiana Public Records Law, La. R.S. 44.1 et. seq. OGB recognizes that proposals submitted in response to the RFP may contain trade secrets and/or privileged commercial or financial information that the Proposer does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of such data may be restricted, provided the Proposer marks the cover sheet of the proposal with following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

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

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

You are advised to use such designation only when appropriate and necessary. A blanket designation of an entire proposal as Confidential is NOT appropriate. Your fee proposal may not be designated as Confidential.

It should be noted, however, that data bearing the aforementioned legend shall be subject to release under the provision of the Louisiana Public Records Law, L.R.S. 44.1 et. seq. The OGB assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose. It should be noted that any resultant contract will become a matter of public record.

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

In addition, you are to provide a redacted version of your proposal omitting those responses (or options thereof) and attachments that you determine are within the scope of the exception to the Louisiana Public Records Law. In a separate document, please provide the justification for each omission.

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

3.10 Cost of Preparing Proposals

The 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 are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

3.11 Errors and Omissions in Proposal

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

3.12 Contract Award and Execution

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

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

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

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds 10 business days or if the selected Proposer fails to sign the final contract within 5 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 Code of Ethics

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

4 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 5pm Central Daylight Time on the date specified in the Schedule of Events. FAX

or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Bill Guerra, Office of Group Benefits

For courier delivery, the street address is 7389 Florida Blvd. Suite 400, Baton Rouge, LA 70806, (225) 925-6627. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requests that one (1) Original (clearly marked "Original") and seven (7) numbered copies of the proposal be submitted to the RFP Coordinator at the address specified. The original copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

Note: You must also submit a redacted version of your proposal. In addition, you must provide 2 CDs of your proposal.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal.

4.3 Cover Letter

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

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

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

5 PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary

of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency. The Proposer should identify key services provided that distinguishes the services provided from Proposer's competitors'.

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

5.2 Corporate Background and Experience

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

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 other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposer should indicate current number of FSA and COBRA administration clients currently being serviced. Provide approximate number of FSA and COBRA participants currently being served.

Provide detail around any mergers or acquisitions scheduled for the next twelve (12) months. Proposers should clearly describe their ability to meet or exceed the desired qualifications in Section 3.1.

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

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small

entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

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

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurs may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurs, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC)Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

5.3 Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This 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.

Proposers should clearly describe their ability to meet or exceed the desired qualifications in Section 3.1.

5.4 Products, Services, and Methodology

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Describe the approach to Project Management and Quality Assurance, specifically for claims administration.
- Provide a proposed Project Work Plan for implementation that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Define its approach for defining system and data security.
- Identify areas of project risk and procedures to mitigate these risks.
- Describe procedures in place to handle Protected Health Information.
- Describe internal-control procedures in place to ensure compliance with Department of Labor, IRS, and Department of Treasury regulations.
- Provide the state with ongoing compliance advisory relating to state and federal legislative changes for COBRA and FSA administration. Proposer should define its approach for providing continuous advisory within this section. Include details of Proposer's in-house counsel and legal resources.
- Agree to handle, and detail process for assuming run-out or grace period claims from previous carrier.
- Describe ability to provide surviving spouse/dependent COBRA administration.
- Define ability to administer benefit continuation for surviving dependents.
- Provide online management and ad-hoc reports.
- Provide a sample COBRA Eligibility Notification package and any other forms used to communicate with COBRA qualified beneficiaries.
- Provide samples of the notifications to employers of current participants.
- Provide a sample Service Agreement.
- Provide a sample of a current HIPAA "business associate" agreement.
- Provide a copy of implementation checklist.
- Demo login for employee and employer online portal.
- Provide copies of any forms provided to participants.

The Proposer shall provide information regarding the company's last security audit, to include a Statement on Auditing Standards No. 70 (SAS70) or Statement on Standards for Attestation Engagements No. 16 (SSAE 16).

The State of Louisiana /State Agency will also require the Contractor and/or subcontractors, to submit to an independent SSAE 16 Type 1, Type II and Type III 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.

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 shall agree to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. If cost of the SSAE 16 audit is to be borne by the Contractor, it shall be included in the cost being proposed in response to this RFP.

5.5 Cost Information

The Proposer shall provide the total per employee per month (PEPM) cost for providing FSA services. This cost should be inclusive of all services provided by the Proposer. The Proposer shall provide the total PEPM cost for COBRA administration, which also includes the cost for all services provided by the Proposer, as indicated in Scope of Service. The cost proposal shall indicate implementation fee that includes but is not limited to all requirements in Scope of Service. Proposer shall indicate the hourly cost to provide any implementation assistance in addition to the services required in Scope of Services.

The Proposer should indicate if multi-year rate guarantee is available and if so, length of proposed rate guarantee. Please also indicate if the Proposer will agree to a performance guarantee. Provide metrics that would form the basis of measurement against the guaranteed levels of performance.

5.6 Innovative Concepts

Alternative options, creative ideas, and/or cost-saving measures are expected and encouraged. Please clearly denote innovative capabilities provided by the Proposer compared to options available in the marketplace and specific suggested services separate from the requirements in Attachment 1, Scope of Services. Points in this section of the evaluation will be considered for those Proposers who provide alternatives and/or additional services.

The state should not incur additional cost to use these services.

6 EVALUATION AND SELECTION

6.1 Evaluation Team

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.

6.2 Administrative and Mandatory Screening

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

6.3 Clarification of Proposals

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

6.4 Oral Presentations/Discussions May be Required

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the agency's program objectives, including a product demonstration. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

Proposal's original score may be adjusted to reflect any additional information provided in the oral presentation/demonstration which demonstrates proposer's subject matter knowledge, ability to respond to questions and overall organization, per the criteria in Section 6.5.1.

6.5 Evaluation and Review

6.5.1 Evaluation Procedure

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

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

CRITERIA	MAXIMUM SCORE
1. Product Capabilities	25
2. Services and Methodology	15
3. Corporate Experience/Proposed Staff	15
4. Hudson and Veteran Initiative	10
5. Cost Information	25
6. Additional, Innovative Services	10
TOTAL SCORE	100

As stated in Section 6.4, at the discretion of OGB, oral presentations/discussions may be held with those proposers reasonably susceptible of being selected for award. Such discussions may be in the form of email, telephone or physical meetings, as determined by OGB.

Proposals may be reviewed and scores adjusted based on information provided during oral presentations/discussions based on the evaluation criteria provided above.

Proposal with the highest Total Score will be recommended for award.

6.5.2 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

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

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points.
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:

- the number of certified small entrepreneurship to be utilized
- the experience and qualifications of the certified small entrepreneurship(s)
- the anticipated earnings to accrue to the certified small entrepreneurship(s)

6.5.3 Cost Evaluation

The maximum points awarded for proposed cost is 25 points. Cost for PEPM rates is calculated using current FSA participation and current COBRA eligible population. Points for total cost will be determined based on the sum of cost components (described below) for first year only. Calculations are for evaluation purposes.

Points for the cost evaluation will be based upon the following formula for the cost components:

- FSA PEPM rate
- $BCS = (LPC/PC \times 7.5)$
- Cobra PEPM rate
- $BCS = (LPC/PC \times 7.5)$
- Implementation fee
- $BCS = (LPC/PC \times 5)$
- Additional hourly fee
- $BCS = (LPC/PC \times 5)$

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

6.5.4 Qualifications and Experience Evaluation

The following criteria are of importance and relevance to the evaluation of this RFP which include but are not limited to the following:

- Proposer Qualifications based on company history, number of years in business, size, capabilities, specializations, education and work experience of key staff
- Proposer Experience with public entity accounts
- Subcontractor Qualifications and Experience, if applicable.

6.5.5 Products and Services Evaluation

The following criteria are of importance and relevance to the evaluation of this RFP which include but are not limited to the following:

- Proposed Methodology, including detailed description of data analysis, marketing, and structuring of the program

- Plans/Procedures to fulfill required services
- Product Demo:
- Employer portal (accessibility, services provided, aesthetics)
- Employee portal (accessibility, services provided, aesthetics)

6.6 Announcement of Contractor

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

The 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 in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, 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 Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

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

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 Billing and Payment

Billing and payment terms shall be negotiated with the successful Proposer.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use

and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

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

ATTACHMENT I: SCOPE OF SERVICES

Overview

The Contractor shall provide flexible spending and COBRA administration for the State of Louisiana and partner with a vendor that provides innovative and expert services to administer these programs.

The Contractor shall provide the following Services:

- A dedicated service team
- Product Demonstration
 - Employer portal (accessibility, services provided, aesthetics)
 - Employee portal (accessibility, services provided, aesthetics)
- Electronic acceptance of eligibility.
- 24/7 access to online portal for participants and plan sponsor (for claim submission, account monitoring, etc)
- Open enrollment support (including but not limited to attending meetings, providing communication materials)
- Ongoing COBRA and FSA compliance advisory
- FSA and COBRA administration for participants from at least 75 payroll systems within the State of Louisiana
- A copy of the Statement on Standards for Attestation on an annual basis. Engagements No.16 (SSAE 16) Type I, Type II, & Type III, for both COBRA and FSA administration, including internal controls for compliance with federal regulations
- COBRA Administration
 - Administer all aspects of COBRA administration as required by the U.S Department of Labor
 - Accommodate various COBRA premium payment structures that the State currently has in place. (The State currently has multiple medical plans with more than one carrier)
 - Handle all COBRA required mailings (Initial eligibility, qualifying event, premium change notice, Medicare Part D, etc)
 - Allow for direct premium remittance to Office of Finance and Support Services on behalf of OGB
 - Handle surviving dependent COBRA administration
 - Provide surviving dependent benefit continuation
 - Provide data reconciliation, when requested by OGB
- Flexible Spending Account Administration
 - Administer general healthcare, limited purpose healthcare, and dependent care flexible spending accounts for OGB participants and all related aspects of the administration
 - Handle run-off or grace period FSA claims for prior administrator
 - Provide debit card to all participants

- Ensure the State of Louisiana Section 125 plan documents remain in compliance with all federal regulations
- Complete annual Section 125 nondiscrimination testing
- Direct deposit and check reimbursement capabilities
- Maximum two (2) business day claim review process
- Implementation
 - Provide dedicated implementation specialist
 - Host implementation meetings throughout plan set-up
 - Facilitate system programming
 - Data collection from the State
 - File transfer set-up between the State and Proposer
 - Data transfer & mapping
 - Set up direct billing
 - COBRA continuant takeover
 - FSA grace period/ run-off takeover from prior administrator
 - Provide communication materials
 - Initial Notice of COBRA rights to all participants
 - Enrollment materials
 - Administrative guides

ATTACHMENT II: CERTIFICATION STATEMENT

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

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

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the 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 certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least *90 calendar* days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 5 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that *their* company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative	DATE
---	------

ATTACHMENT III: SAMPLE CONTRACT

STATE OF LOUISIANA CONTRACT

On this ____day of 20__, the State of Louisiana, [*STATE AGENCY NAME*], hereinafter sometimes referred to as the "State", and [*CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

[COMPLETE A DESCRIPTION OF SERVICES TO BE PROVIDED OR ATTACH SOW]

1.2 STATEMENT OF WORK {Define work/services/deliverables to be provided by contractor composed from RFP & proposer's response. May be included in an attachment if detail is lengthy.}

1.2.1 GOALS AND OBJECTIVES

[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]

1.2.2 PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

[LIST PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND]

1.2.3 MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the contractor and the expenditure of funds under this contract. *[Name and Title or Position]* will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

(PROVIDE MONITORING PLAN)

1.2.4 DELIVERABLES

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

1.2.5. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

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

1.2.6. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this 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 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 proposal.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on *[DATE]* and shall end on *[DATE]*. State has the right to contract for up to a total of ___years with the concurrence of the Contractor and all appropriate approvals.

2.2 STATE FURNISHED RESOURCES

State shall appoint a Project Coordinator for this Contract identified in Section 1.2.4 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

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

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of *[/TO BE INSERTED]*. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of *(Name of Designee)*.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

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.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State 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 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 this 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.

4.2 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 an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

4.3 *TERMINATION FOR NON-APPROPRIATION OF FUNDS*

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance,

or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

7 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8 ASSIGNMENT

No contractor shall assign any interest in this 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.

9 RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

10 CONTRACT MODIFICATION

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

11 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

12 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.

13 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

14 INSURANCE

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

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

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

15 APPLICABLE LAW

This 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 this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

16 CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting 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.

17 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.

18 INDEPENDENT ASSURANCES

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 16 SOC 1, Type II and Type III 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. If cost of the SSAE 16 audit is being borne by the contractor, it is included in the cost proposed in response to the RFP.

19 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

20 ENTIRE AGREEMENT

This 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 incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

21 ORDER OF PRECEDENCE

In the event of any inconsistent or incompatible provisions, this 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.

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

CONTRACTOR’S SIGNATURE

STATE’S SIGNATURE

DATE

DATE

**State of Louisiana, Division of Administration
Office of Group Benefits**

Protected Health Information Addendum

I. Definitions

- a) “Administrative Safeguards” shall mean administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic protected health information and to manage the conduct of the covered entity's workforce in relation to the protection of that information, as more particularly set forth in 45 CFR §164.308.
- b) “Agreement” shall mean the agreement between Business Associate and OGB, beginning _____, pursuant to which Business Associate is to provide certain services to OGB involving the use or disclosure of PHI, as defined below.
- c) “Breach” shall have the same meaning as the term “breach” set out in 45 CFR §164.402.
- d) “Business Associate” shall have the same meaning as the term “business associate” at 45 CFR §160.103, and in reference to the party to this addendum, shall mean _____.
- e) “CFR” means the Code of Federal Regulations. A reference to a CFR section means that section as amended from time to time; provided that if future amendments change the designation of a section referred to herein, or transfer a substantive regulatory provision referred to herein to a different section, the section references herein shall be deemed to be amended accordingly.
- f) “Compliance Date(s)” shall mean the date(s) established by the Secretary or the United States Congress as the effective date(s) of applicability and enforceability of the Privacy Rule, Security Rule and HITECH Standards.
- g) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501 and shall include a group of records that is the enrollment, payment, claims adjudication and case or medical management record systems: (1) maintained by or for OGB by Business Associate; or, (2) used, in whole or in part, by or for OGB to make decisions about Individuals.
- h) “ePHI” shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of OGB.
- i) “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended.
- j) “HIPAA Regulations” shall mean the Privacy Rule, the Security Rule, and the regulations promulgated thereunder, including the final rule issued on January 25, 2013.
- k) “HITECH Act” shall mean the Health Information Technology for Education and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- l) “HITECH Standards” shall mean the privacy, security and security breach notification provisions applicable to a Business Associate under Subtitle D of the HITECH Act, and any regulations promulgated thereunder.

- m) "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- n) "OGB" shall mean the State of Louisiana, Division of Administration, Office of Group Benefits, which is a covered entity under HIPAA and the HIPAA Regulations, as defined above.
- o) "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of OGB.
- p) "Physical Safeguards" shall mean physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion as more particularly set forth in 45 CFR §164.310.
- q) "Privacy Rule" shall mean the regulations promulgated pursuant to HIPAA regarding Privacy of Individually Identifiable Health Information at 45 CFR, Part 160 and Part 164, Subparts A and E.
- r) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
- s) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- t) "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.
- u) "Security Rule" shall mean the regulations promulgated pursuant to HIPAA regarding Security Standards for Electronic Protected Health Information at 45 CFR, Part 160 and Part 164, Subparts A and C.
- v) "Technical Safeguards" shall mean the technology and the policy and procedures for its use that protect electronic protected health information and control access to it, as more particularly set forth in 45 CFR §164.312.
- w) "Unsecured PHI" shall have the same meaning as "unsecured protected health information" in 45 CFR §164.402.
- x) Any other terms used in this Addendum that are not defined herein but are defined in the HIPAA Regulations shall have the same meaning as given in the HIPAA Regulations.

II. Obligations and Activities of Business Associate

- a) Business Associate agrees to comply with OGB policies and procedures regarding the use and disclosure of PHI.
- b) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Addendum, or as Required by Law.
- c) Business Associate agrees to limit all requests to OGB for PHI to the minimum information necessary for Business Associate to perform functions, activities, or services for or on behalf of OGB as specified in the Agreement and comply with 45 CFR §164.502(b) and §164.514(d).
- d) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum.
- e) Business Associate agrees to ensure access to ePHI is limited to workforce members who require such access because of their role or function.

- f) Business Associate agrees to implement safeguards to prevent its workforce members who are not authorized to have access to such ePHI from obtaining access and to otherwise ensure compliance by its workforce with the Security Rule.
- g) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.
- h) Business Associate agrees to report to OGB any use or disclosure of the PHI not provided for by this Addendum of which it becomes aware. Such report shall be made within five (5) business days of Business Associate learning of such use or disclosure.
- i) In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of OGB, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information including agreeing in writing to implement the same reasonable and appropriate safeguards that apply to Business Associate to protect OGB's ePHI. However, Business Associate shall not enter into any subcontractor or other agency relationship with any third party that involves use or disclosure of such PHI without the advance written consent of OGB.
- j) Business Associate agrees to provide access, at the request of OGB, and in the time and manner designated by OGB, to PHI maintained by Business Associate in a Designated Record Set, to OGB or, as directed by OGB, to an Individual in order to meet the requirements under 45 CFR §164.524. Business Associate shall refer to OGB all such requests that Business Associate may receive from Individuals.
- k) Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that OGB directs or agrees to pursuant to 45 CFR §164.526 at the request of OGB or an Individual, and in the time and manner designated by OGB. Business Associate shall refer to OGB all such requests that Business Associate may receive from Individuals
- l) Business Associate 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 OGB, available to OGB, or at the request of OGB to the Secretary, in a time and manner designated by OGB or the Secretary, for purposes of the Secretary determining OGB's compliance with the HIPAA Regulations.
- m) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for OGB to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- n) Business Associate agrees to provide to OGB or an Individual, in a time and manner designated by OGB, information collected in accordance with Section II.1 of this Addendum, to permit OGB to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- o) At any time(s) requested by OGB, Business Associate agrees to return to OGB or destroy such PHI in its possession as directed by OGB.
- p) Business Associate shall defend and indemnify OGB from and against any and all claims, costs, and/or damages arising from a Breach by Business Associate of any of its obligations under this Addendum. Any limitation of liability provision set forth in the Agreement, including but not limited to, any cap on direct damage liability and any disclaimer of liability for any consequential, indirect, punitive, or other specified types of

damages, shall not apply to the defense and indemnification obligation contained in this Addendum.

- q) Business Associate shall immediately notify OGB when Business Associate receives a subpoena related to PHI and shall cooperate with OGB, at OGB's expense, in any attempt to obtain a protective order. Business Associate shall immediately notify OGB when Business Associate discloses PHI in response to a subpoena. Such notice shall include all information that would be required for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- r) Business Associate shall:
 - 1. Implement and document Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of OGB, specifically including, but not limited to, the following:
 - i) Ensuring the confidentiality, integrity, and availability of all ePHI that it creates, receives, maintains, or transmits on behalf of OGB;
 - ii) Protecting against any reasonably anticipated threats or hazards to the security or integrity of such information;
 - iii) Protecting against any reasonably anticipated uses or disclosures of such information that are not permitted or required by this Addendum or Required by Law; and
 - iv) Ensuring compliance with these requirements by its workforce;
 - 2. Ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable and appropriate safeguards to protect it;
 - 3. Report to OGB any Security Incident of which it becomes aware, except that, for purposes of this Security Incident reporting requirement, the term "Security Incident" shall not include unsuccessful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system of which it becomes aware as determined by Business Associate. If no Security Incidents are reported, Business Associate shall certify to OGB in writing within ten (10) days of each anniversary date of the Agreement that there have been no Security Incidents during the previous twelve months.
- s) Business Associate shall not permit PHI to be disclosed to or used by any individual or entity outside of the territorial and jurisdictional limits of the fifty United States of America.
- t) Business Associate shall report to OGB any unauthorized acquisition, access, use or disclosure of PHI by Business Associate or its workforce or subcontractors immediately, but no later than five (5) business days after discovery of the unauthorized acquisition, access, use, or disclosure of PHI, and include with that report the remedial action taken or proposed to be taken with respect to such use or disclosure and account for such disclosure. Business Associate is responsible for any and all costs related to notification of individuals or next of kin (if the individual is deceased) of any security or privacy breach reported by Business Associate to OGB.
- u) In the event of a Breach of PHI, Business Associate shall provide a report to OGB including the date the Breach was discovered, the plan participant(s) name(s), contact information, nature/cause of the Breach, PHI breached and the date or period of time during which the Breach occurred. Business Associate understands that such a report

must be provided to OGB immediately but no later than five (5) business days from the date of the Breach or the date of discovery.

1. To the extent that Business Associate determines that a Breach of Unsecured PHI has occurred, Business Associate shall provide written notice, on behalf of OGB, without unreasonable delay, and in no event later than sixty (60) calendar days following the date the Breach of Unsecured PHI is discovered by Business Associate, or such later date as is authorized under 45 CFR §164.412, to (a) each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed as a result of the Breach; and (b) the media, to the extent required under 45 CFR §164.406.
 2. Unless the individual has agreed to electronic notice as set forth in 45 CFR §164.404, Business Associate shall send notices to individuals described herein using the last known address of the individual on file with Business Associate. If the notice to any individual is returned as undeliverable, Business Associate shall take such action as is required under 45 CFR §164.404 (d).
 3. Business Associate shall be responsible for the drafting, content, form and method of delivery of each of the notices required to be provided by Business Associate; provided, however that Business Associate shall comply, in all respects, with 45 CFR §164.404 and any other applicable breach notification provisions of 45 CFR Part 164, Subpart D, as may be revised from time to time by the Secretary.
 4. Any notices required to be delivered by Business Associate hereunder shall be at the expense of the Business Associate.
 5. Business Associate shall conduct any risk assessment necessary to determine whether notification of the Breach is required hereunder and will maintain any records related thereto in accordance with Business Associate's internal policies and procedures and the applicable provisions of the 45 CFR Part 164, Subpart D, as may be revised from time to time by the Secretary. Business Associate shall provide a copy of the documentation to OGB.
- v) Notwithstanding any other provision in this Agreement, Business Associate hereby acknowledges and agrees that to the extent it is functioning as a Business Associate of OGB, Business Associate will comply with the provisions and the obligations of a Business Associate as prescribed by HIPAA and the HITECH Act. Business Associate and the OGB further agree that the provisions of HIPAA and the HITECH Act that apply to Business Associates and that are required to be incorporated by reference in a Business Associate Agreement are incorporated into this Agreement between Business Associate and OGB as if set forth in this Agreement in their entirety.

III. Permitted Uses and Disclosures by Business Associate

- a) Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of OGB as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule, including the minimum necessary standard, if done by OGB.
- b) Except as otherwise limited in this Addendum, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

- c) Except as otherwise limited in this Addendum, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that such disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person 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, and the person promptly notifies the Business Associate of any known instances of breach of the confidentiality of the PHI.
- d) Except as otherwise limited in this Addendum, Business Associate may use PHI to provide Data Aggregation services to OGB as permitted by 45 CFR §164.504(e)(2)(i)(B), provided that such services are contemplated by the Agreement.
- e) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- f) Business Associate may not use PHI to make any communications about a product or service that encourages recipients of the communication to purchase or use the product or service unless the communication is made as described in subparagraph 2 (i) or (ii) of the definition of “Marketing” in 45 CFR §164.501. Such communication must be permitted under and consistent with the Agreement, including this Addendum.
- g) Business Associate may create de-identified data, provided that the Business Associate de-identifies the information in accordance with the Privacy Rule. De-identified information does not constitute PHI and is not subject to the terms and conditions of this Addendum.

IV. Obligations and Activities of OGB

- a) With the exception of Data Aggregation services as permitted by 45 CFR §164.504(e)(2)(i)(B), OGB shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by OGB.
- b) OGB shall notify Business Associate of any limitation(s) in OGB’s Notice of Privacy Practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.
- c) OGB shall notify Business Associate of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent such changes may affect Business Associate’s use or disclosure of PHI.
- d) OGB shall notify Business Associate of any restriction to the use or disclosure of PHI that OGB has agreed to in accordance with 45 CFR §164.522, to the extent such restriction may affect Business Associate’s use or disclosure of PHI.
- e) OGB agrees that it will have entered into Business Associate Agreements with any third parties to whom OGB directs and authorizes Business Associate to disclosure PHI.

V. Term and Termination

- a) Term. The Term of this Addendum shall commence on the effective date set forth below, and shall terminate when all of the PHI provided by OGB to Business Associate, or created or received by Business Associate on behalf of OGB, is destroyed or returned to OGB, or, if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- b) Termination of Agreement for Cause. In the event that OGB learns of a material violation of this Addendum by Business Associate, OGB shall, in its discretion:
 - 1. Provide a reasonable opportunity for Business Associate to cure the violation to OGB's satisfaction. If Business Associate does not cure the violation within the time specified by OGB, OGB may terminate the Agreement for cause; or
 - 2. Immediately terminate the Agreement if Business Associate has violated a material term of this Addendum and cure is not possible; or
 - 3. If neither termination nor cure is feasible, OGB may report the violation to the Secretary.
- c) Effect of Termination.
 - 1. Except as provided in paragraph (2) below, upon termination of the Agreement for any reason, Business Associate shall return or destroy all PHI received from OGB, or created or received by Business Associate on behalf of OGB. Business Associate shall retain no copies of the PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.
 - 2. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to OGB written notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI.

VI. Miscellaneous

- a) A reference in this Addendum to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.
- b) The parties agree to amend this Addendum from time to time as necessary for OGB to comply with the requirements of HIPAA, as amended, the HITECH Act and the HIPAA Regulations.
- c) Except as it relates to the use, security and disclosure of PHI and electronic transactions, this Agreement is not intended to change the terms and conditions of, or the rights and obligations of the parties under any other services agreement between them.
- d) If applicable, the obligations of Business Associate under Section V.c.2 of this Addendum shall survive the termination of this Addendum.
- e) Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits OGB to comply with HIPAA, as amended, the HITECH Act and the HIPAA Regulations. It is the intent of the parties that neither this Addendum, nor any provision in this Addendum, shall be construed against either party pursuant to the common law rule of construction against the drafter.
- f) Except as expressly stated herein, the parties to this Addendum do not intend to create any rights in any third parties. Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.
- g) In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum will control, with the exception that if the Agreement contains any provisions relating to the use or disclosure of PHI that are more

protective of the confidentiality of PHI than the provisions of this Addendum, then the more protective provisions will control. The provisions of this Addendum are intended to establish the minimum limitations on Business Associate's use and disclosure of PHI.

- h) The terms of this Addendum shall be construed in light of any applicable interpretation or guidance on HIPAA, as amended, the HITECH Act and/or the HIPAA Regulations issued from time to time by the Department of Health and Human Services or the Office for Civil Rights.
- i) This Addendum may be modified or amended only by a writing signed by both parties.
- j) Neither this Addendum nor any rights or obligations hereunder may be transferred or assigned by one party without the other party's prior written consent, and any attempt to the contrary shall be void. Consent to any proposed transfer or assignment may be withheld by either party for any or no reason.
- k) Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.
- l) If any provision of this Agreement is held illegal, invalid, prohibited or unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated in that jurisdiction to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- m) To the extent not preempted by HIPAA, as amended, the HITECH Act or other applicable federal law, this Addendum shall be governed by and construed in accordance with the laws of the State of Louisiana, without giving effect to choice of law principles.
- n) This Addendum replaces and supersedes in its (their) entirety any prior Business Associate Agreement(s) between the parties.

In witness whereof, the parties have executed this Addendum through their duly authorized representatives. This Addendum shall be effective as of

**State of Louisiana,
Division of Administration
Office of Group Benefits**

(Entity Name)

By: _____

By: _____

Name: Susan West

Name: _____

Title: Interim Chief Executive Officer

Title: _____

Date: _____

Date: _____

ATTACHMENT IV:

COST PROPOSAL

1. COBRA ADMINISTRATIVE FEE (PER ENROLLEE PER MONTH, (May, 2014 total participants was 477): _____

2. DEPENDENT CARE FSA FEE (PER ENROLLEE PER MONTH, (May, 2014 total participants was 378): _____

3. GENERAL PURPOSE (health) FSA FEE (PER ENROLLEE PER MONTH, (May, 2014 total participants was 5,174): _____

4. LIMITED PURPOSE (dental/vision) FSA FEE (PER ENROLLEE PER MONTH, (May, 2014 total participants was 15): _____

5. IMPLEMENTATION FEE: _____

6. ADDITIONAL HOURLY FEE (If applicable, provide explanation of what this fee provides for): _____