

July 17, 2015

Reference Request for Proposals #800100-07022015 to solicit proposals from any qualified Louisiana HMO that meets the criteria set forth in La. R.S. 42:802.1 (C), enacted by Act 479 of 2007, to provide fully-insured Medicare Advantage Health Maintenance Organization (HMO) medical plan(s) with an option to include prescription drug benefits on a by parish basis for Medicare eligible OGB retired plan members which is scheduled to open at 4:00 PM CT on August 3, 2015.

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

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

## AMENDMENTS TO RFP

### Section Reference Attachment I: Scope of Services:

#### **Original Text:**

#### *Deliverables*

The deliverables listed in this section are the minimum required from Contractor.

- Within fifteen (15) business days after the first of each month, Contractor shall submit reports which demonstrate plan participant demographics, financial experience, and other aspects of the Contractor's performance identified by OGB to include, but not limited to:
  - **Financial Experience:** Premium Income and Claims Utilization Experience.
  - **Average Speed to Answer:** Average lag time to answer by live voice percentage of plan participants who wait over 45 seconds to speak with a live customer service rep.
  - **Abandon Call Rate:** Percentage of calls where the caller hangs up before speaking to a live voice.
  - **Inquiry Timeliness:** Percentage of inquiries answered within seven calendar days.
  - **Claims Financial Accuracy:** Percentage of claims paid correctly – dollar amount only.
  - **Claims Accuracy:** Percentage of claims paid correctly the first time.
  - **Claims Process Time:** Percentage of electronic claims paid within 10 days of receipt and percentage of non-electronic claims paid within 15 days of receipt.
  - **Eligibility Posting Timeliness:** Percentage of membership files updated within 2 business days of the receipt of the OGB enrollment file.
  - **ID Card Timeliness:** Percentage of new plan participants who have ID cards issued prior to their effective date of coverage.
  - **PCP Turnover Rate:** Percentage of PCPs leaving the network voluntarily or involuntarily during the month.
  - **Open PCP/Participant Ratio:** Ratio of open PCPs accepting new plan participants to actual plan participants.
- Submit annual Service Organization Control (SOC 1), Type II report resulting from SSAE 16 engagement no later than September 30 of each contract year and/or other independent assurances approved by OGB.
- Submit quarterly report that captures operational performance guarantees on a client-specific basis and report OGB's data within forty-five (45) calendar days after close of the quarter reporting. All performance guarantees will be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of the calendar year.

- Provide client-specific ad hoc reports within thirty (30) days of OGB request that will include data related to Contractor's operating performance and health outcomes of OGB's plan participants.

**Revised Text:**

***Deliverables***

The deliverables listed in this section are the minimum required from Contractor.

- Within fifteen (15) business days after the first of each month, Contractor shall submit reports which demonstrate plan participant demographics, financial experience, and other aspects of the Contractor's performance identified by OGB to include, but not limited to:
  - **Financial Experience:** Premium Income and Claims Utilization Experience.
  - **Average Speed to Answer:** Average lag time to answer by live voice percentage of plan participants who wait over 45 seconds to speak with a live customer service representative.
  - **Abandon Call Rate:** Percentage of calls where the caller hangs up before speaking to a live voice.
  - **Inquiry Timeliness:** Percentage of inquiries answered within 7 business days.
  - **Claims Financial Accuracy:** Percentage of claims paid correctly – dollar amount only.
  - **Claims Accuracy:** Percentage of claims paid correctly the first time.
  - **Claims Process Time:** Percentage of electronic and non-electronic claims paid within 30 days of receipt.
  - **Eligibility Posting Timeliness:** Percentage of membership files updated within 2 business days of the receipt of the OGB enrollment file.
  - **ID Card Timeliness:** Percentage of new plan participants who have ID cards issued prior to their effective date of coverage.
  - **PCP Turnover Rate:** Percentage of PCPs leaving the network voluntarily or involuntarily during the month.
  - **Open PCP/Participant Ratio:** Ratio of open PCPs accepting new plan participants to actual plan participants.
- Submit annual Service Organization Control (SOC 1), Type II report resulting from SSAE 16 engagement no later than September 30 of each contract year and/or other independent assurances approved by OGB.
- Submit quarterly report that captures operational performance guarantees on a client-specific basis and report OGB's data within forty-five (45) calendar days after close of the quarter reporting. All performance guarantees will be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of the calendar year.
- Provide client-specific ad hoc reports within thirty (30) days of OGB request that will include data related to Contractor's operating performance and health outcomes of OGB's plan participants.

## QUESTIONS AND RESPONSES

No.	Question	Response
1	Please confirm whether the OGB would consider other Medicare Advantage firms who may not meet all the requirements under Act 479 if the proposer and its plans could demonstrate it would be in the best interest of the OGB, the State of Louisiana and its retirees.	OGB will not consider Medicare Advantage firms that do not meet all criteria set forth in La. R.S. 42:802.1(C), enacted by Act 479 of 2007 for a “Louisiana HMO”. See RFP Section 3.1 Minimum Qualifications of Proposer.
2	Vantage currently offers two Medicare Advantage plans: a) the Zero Premium plan for OGB retirees who prefer not to pay a monthly premium and b) the Value plan for OGB retirees who prefer richer benefits and are willing to pay a monthly premium. Will Vantage be allowed to continue offering multiple Medicare Advantage plans to satisfy the preferences of OGB retirees?	Multiple Medicare Advantage plans may be offered to satisfy the preferences of OGB retirees as long as the Proposer's plan(s) of benefits, at minimum, conform with OGB's plan of benefits and coverage provisions set forth in Attachment I: HMO Plan of Benefits and maintain identical eligibility requirements and continued coverage provisions as the OGB, which the OGB may amend from time to time.
3	Will Vantage Health Plan, Inc. (“Vantage”) receive claims data and demographic information (age, sex, zip code) from OGB for the current Blue Cross plans? If so, when will that data be available?	See attached Health Plan Cost Report including the total paid for medical and pharmacy claims during calendar year 2013 and 2014. The authorized signatory of each Proposer will be required to complete and submit the attached Data Use Agreement for Limited Data Set via email to <a href="mailto:OGB.Proposals@la.gov">OGB.Proposals@la.gov</a> along with the email address of the authorized signatory prior to release of the demographic information. Upon receipt of the completed form, OGB will forward an electronic copy of the demographic information via encrypted email to the authorized signatory. OGB will not accept requests for this data after July 22, 2015.
4	Please confirm that the cost-share amounts shown in Attachment I are illustrative and may vary depending on the plan offered.	Cost share amounts may vary depending on the plan offered. The Contractor’s plan(s) of benefits must, at minimum, conform with OGB’s plan of benefits and coverage provisions set forth in Attachment I: HMO Plan Design. The Contractor must maintain identical eligibility requirements and continued coverage provisions of the OGB, which the OGB may amend from time to time.
5	Will OneExchange (HRA Account) remain as an option for 2016 open enrollment?	One Exchange (HRA Account) will remain as an option for 2016 open annual enrollment.

No.	Question	Response
6	<p>Question 2 on page 37 in Section I (Communications) refers to “off-the-shelf products.” Please provide examples of these types of products.</p>	<p>"Off-the-shelf products" are products that include but are not limited to wellness solution programs for plan members, plan member access tools (including web, mobile, or social media), health related discounts, and/or other programs/tools used to increase health outcomes for member populations.</p>
7	<p>Attachment XI on page 61 addresses “Administrative Fee Billing Files” as shown in Appendix A-6. Administrative fees are not mentioned in the RFP or in Attachment IX (the Sample Contract). Is there an administrative fee for this product? If so, how much is the fee? Will OGB charge this fee to retirees or is it to be included in the rates charged by the Contractor?</p>	<p>There is no administrative fee for the fully insured Medicare Advantage HMO plans.</p>
8	<p>Please define “Contractor’s fees” and “total contracted cost” as used in the Performance Guarantees Section 2.5 on page 44. These terms appear to apply to a self-funded plan instead of a fully-insured product. A fully-insured product does not have associated fees. As a result, the “Fees at Risk” percentages shown on page 27 could not apply to a fully-insured plan. Please also confirm Section 7.3 on page 21 should be revised accordingly.</p>	<p>"Contractor Fees" and "Total Contracted Cost" indicate the total premium payable to the Contractor for a twelve (12) month period for OGB Plan Participants effective January 1, 2016 and each subsequent renewable option period.</p>
9	<p>Attachment IX indicates claims files will be sent by the Contractor to OGB on a monthly basis. A fully-insured plan typically only gives summary claims information. Detailed claims information contains proprietary information that has not been disclosed previously. The file layouts in Appendices A-1 through A-4 appear to be intended for self-funded plans only. Please confirm that monthly claims files will not be required from fully-insured Medicare Advantage plans.</p>	<p>Monthly claims files will not be required for fully insured Medicare Advantage plans.</p>

No.	Question	Response
10	<p>Under Section 1.1 of the Request for Proposal, Fully Insured Medicare Advantage Plan, it indicates that a Louisiana HMO is an entity that, among other criteria, “maintains within the state its core business functions which include utilization review services, claim payment processes, customer service call centers, enrollment services, information technology services, and provider relations.” Assuming the Proposer meets all criteria under La. R.S. 42:802.1(C) for its commercial HMO line of business, would this preclude the Proposer from outsourcing its Medicare Advantage core business functions to an entity outside of Louisiana under this contract?</p>	<p>Yes, this would preclude the Proposer from outsourcing its Medicare Advantage core business functions to an entity outside of Louisiana under the resulting Contract.</p>
11	<p>As indicated in Section 2.1 of the Request for Proposal, Fully Insured Medicare Advantage Plan, the contract is for a 1 year period, with OGB reserving the option to extend the contract for up to three years. In that regard, assuming an entity does not submit a proposal in 2015, is that entity precluded from submitting a bid in 2016 for future contract years?</p>	<p>OGB will consider proposals in 2016 only if the renewable option period(s) is not exercised and a Request for Proposals is issued to solicit said services.</p>
12	<p>At section 3.1 of the Request for Proposal, Fully Insured Medicare Advantage Plan, one element of qualification is that the entity has “approval from the Centers or Medicare and Medicaid Services (CMS) to offer one or more Medicare Advantage HMO Plans in the State of Louisiana.” We are assuming that “approval” in this context means that the Proposer must have an existing “contract” with CMS to offer a Medicare Advantage HMO Plan in Louisiana. In that regard, does the Proposer need a contract with CMS at i) the time of submission of the proposal; or ii) the time of the Contract Effective Date?</p>	<p>The Proposer is required to have approval by the Centers for Medicare and Medicaid Services (CMS) to offer one or more Medicare Advantage HMO Plans at the time of proposal submission.</p>
13	<p>At Attachment II – Scope of Services of the Request for Proposal, Fully Insured Medicare Plan, may the claims processing and call answering statistics be consistent with the CMS Medicare standards (e.g., average speed to answer &lt;= 30 seconds; claims processing paid within 30 days, etc.)?</p>	<p>Please reference Amendments to RFP included in this addendum.</p>

**ATTACHMENT I: HEALTH PLAN COST REPORT (TOTAL PAID – MEDICAL AND PHARMACY CLAIMS)**

Coverage Class		Year	2013									
		Plan	BLUE-CDHP	BLUE-HMO		BLUE-HSA	BLUE-PPO			VANTA-MHHP		
		Active	Active	Retired with Medicare	Retired without Medicare	Active	Active	Retired with Medicare	Retired without Medicare	Active	Retired with Medicare	Retired without Medicare
Coverage Type	Region											
EMPLOYEE + CHILDREN		12,207.62	66,976,843.53	207,967.28	7,622,787.99		3,939,777.83	119,790.93	1,124,297.63	1,724,636.15	754.66	91,015.29
	01		9,039,854.48	14,911.25	1,018,572.00		360,024.61	15,344.01	134,872.84			
	02		1,403,883.83	490.23	218,428.83		36,787.12	4,006.19	22,885.31			
	03	0.00	6,588,875.81	47,660.69	931,394.26		305,505.18	29,311.35	55,380.13			
	04		5,465,894.83	20,563.71	791,861.87		315,033.64	9,700.51	119,365.02			
	05		2,872,693.21	16,066.72	355,840.33		276,341.26	13,048.31	28,692.78	7,194.47		
	06	1,561.36	21,021,032.87	71,917.24	2,670,045.02		237,982.37	8,131.06	43,807.01	2,287.34		2,823.34
	07		9,875,829.02	13,765.14	720,662.17		1,629,679.06	27,733.94	519,890.78	58,710.98		10,544.06
	08		5,506,238.80	12,605.57	523,517.32		207,262.01	4,810.02	60,779.54	5,283.89		
	09	10,646.26	5,202,540.68	9,986.73	392,466.19		571,162.58	7,705.54	138,624.22	1,651,159.47	754.66	77,647.89
EMPLOYEE + SPOUSE		4,645.62	32,178,961.74	4,718,929.44	21,905,386.62		8,735,829.40	7,386,868.88	17,275,969.04	744,850.74	25,355.87	369,464.28
	01	149.77	4,501,749.74	511,357.96	2,573,846.45		1,355,885.79	523,703.39	1,588,704.87			
	02	242.23	1,276,733.31	175,546.09	378,447.61		316,219.67	202,743.08	437,396.48			
	03		3,886,683.08	784,199.91	3,376,990.03		651,424.47	846,502.91	2,454,132.91			
	04		2,401,113.78	357,081.91	2,046,333.85		1,474,039.58	1,083,958.36	1,760,823.73			
	05		1,305,236.00	137,118.39	348,033.67		638,220.93	604,731.31	1,463,497.95		202.16	
	06	134.72	9,063,569.19	1,868,674.62	8,376,952.73		459,442.76	658,444.65	1,397,227.27	6,585.70		47,429.42
	07		5,221,114.34	499,613.58	2,781,319.97		1,226,801.81	1,587,095.65	4,913,887.73	64,757.41	2,798.49	74,818.26
	08	4,118.90	2,434,842.97	282,277.40	1,344,611.82		917,485.66	545,775.26	916,190.14	644.07	809.34	15,756.13
	09	0.00	2,087,919.33	103,059.58	678,850.49		1,696,308.73	1,333,914.27	2,344,107.96	672,863.56	21,545.88	231,460.47
EMPLOYEE ONLY		30,051.38	161,579,843.12	11,243,062.70	70,141,060.41	344,980.97	27,123,875.96	17,726,828.89	47,778,287.48	4,105,414.26	148,566.26	1,529,335.27
	01	314.32	29,767,331.54	2,067,140.00	11,098,826.06	51,601.21	4,045,596.50	1,668,642.50	6,561,160.56			
	02	0.00	3,904,099.76	226,298.78	1,290,509.64	1,397.57	1,224,295.41	345,943.69	885,805.39			
	03	6,790.39	16,641,911.50	1,527,624.63	9,778,126.02	8,555.89	2,123,689.14	2,280,123.02	6,195,679.05			
	04	7,443.13	11,721,216.37	626,483.06	4,999,660.48	13,684.04	2,645,416.29	2,063,832.16	4,807,398.68	5,400.38		326.12

	05		4,618,023.35	145,978.40	1,005,230.09	2,824.84	2,027,927.29	820,788.89	1,949,177.28	369.48	287.01	
	06	11,407.14	52,277,299.62	4,636,021.55	26,905,918.78	242,280.52	3,754,517.28	2,328,158.99	5,134,465.57	6,944.95	571.40	9,240.88
	07	434.25	20,204,515.08	1,194,958.89	7,861,257.33	776.58	4,703,736.77	3,870,297.90	11,146,878.88	219,435.38	7,525.28	20,657.66
	08	165.20	11,276,479.64	632,389.05	4,305,606.82	19,742.19	1,712,422.22	1,473,929.71	3,176,218.77	9,556.30	2,552.06	1,432.03
	09	3,496.95	11,168,966.26	186,168.34	2,895,925.19	4,118.13	4,886,275.06	2,875,112.03	7,921,503.30	3,863,707.77	137,630.51	1,497,678.58
<b>FAMILY</b>		<b>17,918.97</b>	<b>46,421,129.63</b>	<b>200,350.62</b>	<b>8,722,251.36</b>		<b>4,855,232.83</b>	<b>180,155.20</b>	<b>2,903,381.00</b>	<b>1,305,270.31</b>	<b>1,398.54</b>	<b>110,259.43</b>
	01	13,986.52	6,107,999.66	27,325.53	1,177,125.45		287,947.80	37,983.61	334,479.62	7,638.56		
	02	60.86	1,529,196.13		145,867.73		88,523.67	1,526.67	104,764.19			
	03		6,142,956.97	21,114.22	1,414,564.60		756,574.50	38,709.90	539,360.43			
	04	1,305.70	3,852,746.06	10,771.49	387,544.77		429,940.59	20,625.16	308,279.77			
	05		1,890,021.37	8,360.80	557,477.64		376,412.88	10,515.76	188,528.27			
	06	1,833.21	14,517,977.64	97,602.10	3,045,634.91		670,808.49	34,570.20	257,517.30		1,398.54	856.91
	07	0.00	6,456,906.62	19,772.11	1,258,585.74		930,647.48	11,929.62	722,848.75	27,467.01		752.48
	08	732.68	2,727,302.44	5,083.39	379,951.53		349,403.98	8,349.86	66,585.78	1,925.96		
	09	0.00	3,196,022.74	10,320.98	355,498.99		964,973.44	15,944.42	381,016.89	1,268,238.78		108,650.04

Year Plan Coverage Class		2014										
		BLUE-CDHP	BLUE-HMO			BLUE-HSA	BLUE-PPO			VANTA-MHHP		
		Active	Active	Retired with Medicare	Retired without Medicare	Active	Active	Retired with Medicare	Retired without Medicare	Active	Retired with Medicare	Retired without Medicare
Coverage Type	Region											
EMPLOYEE + CHILDREN		14,447.68	72,752,524.52	463,842.34	8,291,544.93		3,808,611.05	121,810.76	1,736,441.55	1,846,999.89	1,031.51	99,002.87
	01	860.67	9,854,967.37	39,646.15	1,013,509.40		447,480.22	8,780.99	304,987.91			
	02		1,882,913.49	395.16	401,352.50		55,563.28	769.80	35,015.71			
	03	154.37	7,041,356.04	35,668.96	902,987.72		183,813.63	32,692.30	131,988.49			
	04	137.99	5,683,996.36	35,127.12	451,287.57		335,799.95	10,479.41	32,107.07			
	05		2,504,610.07	23,756.35	620,606.79		434,385.79	1,903.28	40,068.71			
	06	755.16	22,486,783.77	286,297.37	3,081,167.59		437,545.96	18,744.69	78,180.37	4,271.58		
	07		11,707,260.09	19,469.74	928,401.95		1,023,846.19	28,168.34	831,073.63	93,931.14		3,400.79
	08		5,284,685.96	8,938.22	636,950.22		203,773.66	15,978.91	93,605.48	449.67		
EMPLOYEE + SPOUSE		3,645.74	35,970,674.19	5,671,606.71	25,291,759.22		7,301,285.49	7,365,424.17	14,328,639.25	711,656.36	49,971.75	211,684.42
	01	1,242.61	4,730,695.86	712,343.14	2,597,295.02		1,064,793.65	638,969.54	1,785,470.00			
	02		1,272,019.90	116,564.43	396,790.11		365,118.72	239,834.23	337,444.49			
	03	271.49	3,868,935.16	736,309.87	3,500,745.60		600,063.34	733,726.97	1,795,487.34			
	04		3,224,465.31	357,196.41	2,147,170.43		848,230.28	1,107,354.81	1,505,532.89			
	05	237.19	1,520,674.66	57,436.13	581,449.74		420,895.72	482,140.65	681,850.90		209.58	
	06	874.91	10,560,605.78	2,375,907.58	10,651,890.47		463,918.50	708,255.58	1,447,270.78	1,129.86		716.04
	07		5,776,988.32	790,101.10	3,202,158.71		1,018,252.73	1,517,062.75	3,495,362.30	42,864.84	8,221.94	17,813.18
	08	450.44	2,575,444.25	347,695.46	1,349,319.03		1,027,266.35	515,078.87	565,280.81	0.00	1,237.60	33,375.54
09	569.10	2,440,844.95	178,052.59	864,940.11		1,492,746.20	1,423,000.77	2,714,939.74	667,661.66	40,302.63	159,779.66	
EMPLOYEE ONLY		45,636.69	166,862,656.66	11,889,431.66	70,460,065.40	108,903.97	26,799,765.67	19,528,209.13	48,909,142.08	3,617,887.77	92,083.49	1,262,488.05
	01	5,151.52	29,076,390.47	2,027,299.18	11,490,111.84	14,304.06	3,942,958.42	1,735,424.32	6,357,974.13	394.37		
	02	331.07	3,777,129.52	244,883.02	1,631,460.63	305.45	832,201.19	436,954.74	923,949.30			
	03	1,249.78	16,926,015.50	1,682,858.04	7,793,118.31	10,195.24	2,418,076.61	2,015,350.52	5,771,736.29	238.35		
	04	7,507.26	13,672,161.80	933,052.38	4,050,165.56	13,149.38	2,231,382.32	2,202,590.25	3,857,987.74	1,638.56		43,735.04
	05		5,182,607.51	229,737.38	1,400,451.43	7,922.90	2,210,192.36	921,205.64	2,020,912.01			
	06	24,106.42	50,946,404.71	4,430,944.91	27,423,859.33	38,379.27	3,010,555.50	2,619,895.82	5,641,556.17	29,439.69	10,236.68	61,183.47
	07	1,653.43	22,945,352.36	1,225,483.91	8,731,660.02	0.00	4,539,474.47	4,166,214.38	11,854,178.17	75,377.04	6,127.24	13,682.38
08	2,314.66	10,464,846.64	780,952.40	4,558,842.79	8,963.65	2,737,271.41	1,904,238.88	3,334,823.35	11,052.79	7,594.34	1,810.10	



	09	3,322.55	13,871,748.15	334,220.44	3,380,395.49	15,684.02	4,877,653.39	3,526,334.58	9,146,024.92	3,499,746.97	68,125.23	1,142,077.06
<b>FAMILY</b>		<b>8,206.33</b>	<b>52,563,397.58</b>	<b>284,971.75</b>	<b>10,768,265.21</b>		<b>5,208,383.93</b>	<b>126,279.25</b>	<b>3,010,079.50</b>	<b>1,047,891.37</b>	<b>726.49</b>	<b>170,260.62</b>
	01	5,928.36	7,405,769.17	29,577.05	1,640,399.55		806,375.32	18,109.70	361,864.79			
	02	168.71	1,911,260.81	0.00	259,398.98		75,353.64	3,289.28	18,581.27			
	03	171.03	6,625,936.96	65,269.34	2,228,455.47		501,822.30	16,659.65	175,335.87			
	04	834.78	4,569,284.90	6,543.78	375,638.62		977,996.66	13,327.07	402,502.07			
	05		1,976,630.57	8,718.58	44,135.09		391,769.22	10,168.84	144,576.23			
	06	1,103.45	16,149,364.72	132,199.81	4,277,532.97		276,601.88	20,784.94	301,293.25	1,746.46	726.49	3,061.18
	07		7,347,661.68	23,646.93	806,843.16		943,811.90	18,795.68	962,573.23	7,067.29		855.90
	08	0.00	2,214,616.71	7,252.74	777,224.41		192,776.87	13,154.21	212,688.65	2,236.87		
	09		4,362,872.06	11,763.52	358,636.96		1,041,876.14	11,989.88	430,664.14	1,036,840.75		166,343.54

**Data Use Agreement for Limited Data Set**

This Data Use Agreement for a Limited Data Set (“Agreement”) is effective on the 17<sup>th</sup> day of July, 2015 (“Effective Date”) by and between the State of Louisiana, Office of the Governor, Division of Administration, Office of Group Benefits (“OGB”), and \_\_\_\_\_ (“Recipient”), collectively, the “Parties”.

OGB is a COVERED ENTITY as defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated pursuant thereto (collectively, “HIPAA”); and OGB is providing Recipient with a Limited Data Set that may contain Protected Health Information (“PHI”) as defined in HIPAA, such that the Recipient may be a “LIMITED DATA SET RECIPIENT” as defined in HIPAA;

The Parties agree to the provisions of this Agreement in order to address the requirements of HIPAA and to protect the interests of both Parties.

1. **DEFINITIONS.** Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in HIPAA. In the event of any inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, as amended, the HIPAA provisions shall control. Where provisions of this Agreement are different from those provided in HIPAA, but are permitted by HIPAA, the provisions of this Agreement shall control.
2. **USE OR DISCLOSURE.** Recipient shall have the right to use and disclose all PHI provided to it by OGB for the Health Care Operations purposes as follows:
  - Data analysis essential to the formulation of Recipient’s proposal in response to the RFP for Fully Insured Medicare Advantage Plans issued by OGB on July 2, 2015.
3. **RESTRICTIONS ON USE.** Recipient agrees that it, and any employees, agents and subcontractors to whom it discloses the PHI, will not use or further disclose the PHI other than as permitted by this Agreement, or as otherwise required by law or regulation. Recipient shall use appropriate administrative, physical, and technical safeguards to protect the PHI from misuse or inappropriate disclosure and to prevent any use or disclosure of the PHI other than as provided in this Agreement or as otherwise required by law or regulation. Recipient shall not attempt to identify the individuals to whom the PHI pertains, or attempt to contact such individuals.
4. **REPORTING.** Recipient shall report to OGB’s HIPAA Compliance Director any security incident related to of any use or disclosure of the PHI not authorized in this Agreement of which Recipient becomes aware. Recipient will take reasonable steps to limit any further such use or disclosure.
5. **TERMINATION.** This Agreement shall be effective on the Effective Date set forth above and shall continue as long as Recipient retains the data, unless otherwise terminated by applicable law or regulation. Recipient may terminate this Agreement by returning the PHI to OGB.

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

**Recipient:** \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Susan T. West, Chief Executive Officer

By: \_\_\_\_\_

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