

**REQUEST FOR PROPOSALS
PHARMACY BENEFIT MANAGER SERVICES FOR
OFFICE OF GROUP BENEFITS SELF-FUNDED HEALTH
PLANS**



RFP#: 3000005388

PROPOSAL DUE DATE: MAY 16, 2016

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS**

APRIL 8, 2016

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1 GENERAL INFORMATION

1.1 Purpose

The State of Louisiana, Office of Group Benefits (hereinafter called “OGB” or the “State”) requests proposals from qualified Proposers who are interested in providing Pharmacy Benefit Manager (“PBM”) services for certain self-funded health plans offered by OGB. The general information contained in this Request for Proposals (herein, “RFP”) is complete and accurate to the best knowledge of OGB. However, any such data and information released with the RFP are representations and not warranties by OGB. Each Proposer shall assume sole responsibility for reliance upon information included in this RFP when preparing and submitting a Proposal.

The PBM will be responsible for all facets of the day-to-day operational administration of OGB’s pharmacy benefit program including, but not limited to, adjudication and payment of pharmacy claims, network and rebate management, Formulary management, call center operations, clinical management programs, auditing of pharmacies, implementation of cost-saving programs, and general and advisory services regarding pharmacy benefit design and implementation. Also, the PBM will provide a Centers for Medicare and Medicaid Services (“CMS”) approved prescription drug plan (“PDP”) for OGB’s eligible retirees who participate in the self-funded plans covered by this RFP, which must be administered consistently with applicable regulations. Employer Group Waiver Plan (“EGWP”) PDP Plan Participants will also be provided with non-Part D wrap-around coverage that supplements the EGWP PDP benefits to make it substantially the same as the pharmacy benefits provided to all other Plan Participants. OGB reserves the right to change its health plan options at any time during the period of the resulting Contract. OGB will not provide advance funding for payment of claim expenses.

It is expected that all OGB vendors will be able to support program offerings and initiatives, as well as be able to support changes to these offerings and initiatives. Upon request, selected contractor(s)/vendor(s) will need to work with one another, the appointed OGB actuary, employees from the Division of Administration, and the Office of Group Benefits, which is responsible for managing the self-funded health plans.

1.2 Background

OGB is responsible for the administration and management of state health and welfare benefit programs to over 250,000 active and retired State of Louisiana employees and their dependents, as well as the employees and dependents of other government entities that have elected to participate in the OGB plan of benefits. Currently, OGB has approximately 201,000 active and non-Medicare Plan Participants and approximately 50,000 Medicare Plan Participants. Offered benefits include health coverage, prescription drug coverage, and life insurance. OGB currently offers self-funded plans (administered by Blue Cross and Blue Shield of Louisiana), a fully-insured Health Maintenance Organization plan (administered by Vantage Health Plan, Inc.) and Medicare Retiree specific fully-insured plans (administered by OneExchange, Vantage Health Plan, Inc., and Peoples Health).

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

The self-funded health plans offered by OGB are currently on a calendar year and current options include the following:

- **Pelican HRA 1000** – Consumer Driven Health Plan (“CDHP”) with employer-funded Health Reimbursement Account (HRA)
- **Pelican HSA 775** – CDHP with employer and employee-funded Health Savings Account (HSA)
- **Magnolia Local** – Traditional in-network only plan with a narrow network
- **Magnolia Local Plus** – Traditional in-network only plan
- **Magnolia Open Access** - Traditional in/out of network plan

With the exception of the Pelican HSA 775, all plans currently utilize the current Pharmacy Benefit Manager’s (MedImpact Healthcare Systems, Inc.’s) pharmacy network providers. For pharmacy benefits, OGB currently contracts MedImpact Healthcare Systems, Inc., for a carved out pharmacy program. OGB’s current PBM contract for thirteen (13) months (12/1/15-12/31/16) is for \$601 million, of which \$9.6 million is projected for administrative fees. Information regarding OGB’s pharmacy benefit plan design is provided in Attachment I. Additional plan information can also be found by accessing the websites listed below.

<http://www.groupbenefits.org/>

<https://mp.medimpact.com/mp/branding/Index.do?orgCode=OGB&privateLabel=Y&productcode=MP>

1.3 Goals and Objectives

The goals and objectives for this RFP include:

1. To fulfill OGB’s delegated responsibility to serve the State of Louisiana by managing prescription drug cost and utilization while improving the quality of health for those served by OGB.
2. To provide quality, cost-effective healthcare services to Plan Participants.

1.4 Scope of Services

Attachment II details the scope of services and deliverables or desired results that OGB requires of the Contractor.

1.5 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of OGB involved in any step in the procurement process about the affected procurement. The Blackout Period shall apply not only to state employees, but also to any contractor of OGB. “Involvement” in the procurement process shall include but shall not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance

with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the Contract is awarded.

In those instances in which a prospective vendor is also an incumbent vendor, OGB and the incumbent vendor shall contact each other with respect to the existing contract only. Under no circumstances shall OGB and the incumbent vendor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or OGB contractor who violates the Blackout Period may be liable to OGB in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671, *et seq.* or LAC 34:V.2545, as amended April 7, 2015;
2. Duly noticed site visits and/or conferences for bidders or Proposers;
3. Oral presentations during the evaluation process; and,
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters shall include deadlines for decisions or submission of Proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

The Blackout Period begins on April 8, 2016 and concludes upon the announcement of the awarded contractor.

1.6 RIGHT TO PROTEST

Any person who is aggrieved in connection with the RFP or award may protest and appeal pursuant to the provisions of La. R.S. 39:1671, 1672.1-1672.4, 1681, 1683, 1691, and 1692.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any Contract resulting from this RFP will have an initial duration of three (3) years. With all proper approvals and concurrence with the successful Contractor, OGB may also exercise an option to extend the Contract for up to twenty-four (24) additional months at the same rates, terms, and conditions of the initial Contract term. Subsequent to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget ("JLCB") or other approval required by law shall be obtained. Such written evidence of JLCB approval or other approval required by law shall be submitted, along with the Contract amendment, to the Office of State Procurement to extend Contract terms beyond the initial three (3)-year term.

No Contract/amendment shall be valid, nor shall the State be bound by the Contract/amendment, until it has first been executed by the head of the issuing agency, or designee, and the Contractor, and has been approved as required by law. The term of the Contract with any extensions shall not exceed five (5) years.

2.2 Pre-proposal Conference

OGB will not hold a Pre-proposal conference.

2.3 Proposer Inquiries

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

OGB will only consider written Proposer inquiries and requests for clarification of the content of this RFP received from potential Proposers. OGB reserves the right to modify the RFP should a change be identified that is in the best interest of OGB or the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received via email, OGB.Proposals@la.gov, by 4:00 pm Central Standard Time on the date specified in the Schedule of Events. Any and all questions directed to the OGB RFP Coordinator/Blackout Period Contact will require an official response. Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events, Section 2.5, and can be accessed using the sites listed below.

<http://www.wprdl.doa.louisiana.gov/osp/lapac/pubmain.cfm>

<http://www.groupbenefits.org/latest-news/>

Only the OGB RFP Coordinator/Blackout Period Contact has the authority to officially respond to Proposer's questions on behalf of OGB. Any communications from any other individuals are not binding upon OGB.

2.4 Definitions

Account Management Team – Denotes Contractor's staff assigned to OGB which shall include an Account Executive, Implementation Manager, Employer Group Waiver Plan ("EGWP")/Retiree Manager, Operational Account Manager, Clinical Program Manager, Clinical Pharmacy Manager (must be a resident of Louisiana), Financial Analyst, Data and Analytics Lead, Privacy Officer, and Customer Service Manager.

AWP – Denotes the Average Wholesale Price.

Brand – Denotes a product that is being marketed post patent expiration by the original manufacturer and is subject to generic competition.

Brand Drug – Denotes a prescription drug that is protected by a patent, supplied by one company and marketed under the manufacturer's brand name or a multi-source brand product which was once a Brand product.

CDHP – Denotes a Consumer Driven Health Plan.

CMS – Denotes the Centers for Medicare and Medicaid Services.

COB – Denotes the Coordination of Benefits.

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

Covered Benefit(s) – Denotes outpatient drugs (including those that under state or federal law require a prescription, or over the counter drugs), products, services, or supplies made available as a covered benefit to Plan Participants as set forth in the respective Plan.

CSR – Denotes a Customer Service Representative.

DAW – Denotes prescription drugs Dispensed As Written.

DEA – Denotes Drug Enforcement Administration.

DUR – Denotes a Drug Utilization Review.

DMR – Denotes a Direct Member Reimbursement.

EGWP – Denotes an Employer Group Waiver Plan.

EOB – Denotes an Explanation of Benefits.

ERRP – Denotes the Early Retirement Reinsurance Program.

FDA – Denotes the Federal Drug Administration.

Formulary – Denotes the list of prescription drugs that are considered as Covered Benefits. The Formulary may contain preferred and non-preferred tiers.

Generic Drug – Denotes any drug that is not a Brand.

HICN – Denotes the Health Insurance Claim Number.

HIPAA – Denotes the Health Insurance Portability and Accountability Act.

Identification Cards (“ID Cards”) – Denotes printed identification cards containing specific information about the Covered Benefits to which Plan Participants are entitled. All ID Cards shall have the applicable pharmacy network logo or other method, agreed upon by both parties in writing, of identifying the fact that the Contractor is the PBM.

IVR - Denotes Interactive Voice Response, an automated telephony system that interacts with callers, gathers information and routes calls to the appropriate recipients.

MAC – Denotes the Maximum Allowable Cost.

NDC – Denotes the National Drug Code.

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

OTC – Denotes Over the Counter drugs.

PBM – Denotes the Pharmacy Benefit Manager.

PDP – Denotes a CMS approved Prescription Drug Plan.

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

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

PPACA – Denotes the Patient Protection and Affordable Care Act.

Proposal – Denotes a response to a RFP.

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

RFP – Denotes a Request For Proposals.

ROI – Denotes a Return On Investment.

Shall, Must, Will – Denotes a mandatory requirement.

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

U&C – Denotes Usual and Customary.

2.5 Schedule of Events

EVENT	DATE
Post RFP to LaPAC	April 8, 2016
Deadline for receipt of written inquiries	4PM CST, April 15, 2016
Issue responses to written inquiries	May 3, 2016
Deadline for receipt of Proposals	4PM CST, May 16, 2016
Oral Presentations	Week of June 6, 2016
Announce Contract award	Week of June 13, 2016
Begin implementation	July 1, 2016
Contract Effective Date	January 1, 2017

NOTE: OGB reserves the right to revise this schedule of events. Revisions, if any, before the Proposal submission deadline will be formalized by issuance of an addendum to the RFP. Revisions after the Proposal submission deadline, if any, will be by written notification to eligible Proposers.

3 PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

Proposers must meet or exceed the following qualifications.

- Authorized to transact business in the State of Louisiana;
- Five (5) continuous years of experience providing PBM services to a client organization with a group size of one hundred thousand (100,000) or more covered lives;
- Five (5) continuous years of experience in administration of a retail pharmacy network;
- Approval by CMS to offer a PDP for an EGWP PDP. The EGWP PDP must have a minimum of two (2) years in the administration of EGWP pharmacy benefits and may be provided by or through a qualified subcontractor; and
- Current URAC accreditation (URAC, formerly known as the Utilization Review Accreditation Commission, is the independent, non-profit organization that provides accreditation and certification for pharmacy benefit managers).

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:V.2536. OGB 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, organizations, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their Proposals contain sufficient information for OGB to make its Determination of Responsibility 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 La. 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 (5%) or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the following provisions of the Louisiana Revised Statutes of 1950 governing public contracts: Title 38, Chapter 10 (public contracts); or Title 39, Chapter 17 (Louisiana Procurement Code).

3.3 RFP Addenda

OGB 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 the following locations:

<http://wwwprdl.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

<http://info.groupbenefits.org/latest-news/>

It is the responsibility of the Proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

OGB 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 OGB to award a Contract. OGB reserves the right to take any of the following actions that it determines to be in its best interest:

- Reject all Proposals received in response to this RFP;

- Cancel this RFP; or
- Cancel or decline to enter into a Contract with the successful Proposer at any time after the award is made and before the Contract receives final approval from the Division of Administration, Office of State Procurement.

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 OGB RFP Coordinator/Blackout Period Contact.

3.7 Subcontracting Information

OGB will have a single prime Contractor as the result of any contract negotiation, and the prime Contractor shall be responsible for all deliverables specified in the RFP and its Proposal. Notwithstanding, Contractor(s) may enter into subcontractor arrangements; however, Proposers shall acknowledge this general requirement of total responsibility for the entire Contract and its Proposal.

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

3.8 Ownership of Proposal

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

3.9 Confidential, Trade Secrets, and Proprietary Information

As a general rule, after award of the Contract, all Proposals shall be considered public record and shall be available for public inspection and copying pursuant to the Louisiana Public Records Law, La. R.S. 44:1, *et. seq.*, during regular business hours. To claim protection, if any, from disclosure, the Proposer is required to clearly designate the part of the Proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential.” The Proposer shall mark the cover sheet of the Proposal with the following legend, specifying the specific section(s) of the Proposal sought to be restricted in accordance with the conditions of the legend:

“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, OGB shall have the right to use or disclose the data therein to the extent provided in the Contract.”

This restriction shall 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**”.

The Proposer is advised to use such designation only when appropriate and necessary. A blanket designation of an entire Proposal as Confidential is **NOT** appropriate. Any Proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the **technical portion** of the proposal. **The cost proposal shall not be designated as Confidential under any circumstance.**

Proposers must be prepared to defend the reasons why the designated material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer’s confidential data, OGB will notify the owner of the designated material of the request. If the owner of the designated material does not want the information disclosed, the Proposer must agree to indemnify the State and hold the State harmless against all actions or court proceedings that may ensue (including attorney’s fees), which seek to order the State to disclose the information. If the owner of the designated material refuses to indemnify and hold the state harmless, the State may disclose the information.

It should be noted, however, that data bearing the aforementioned legend may be subject to release under the provisions of the Louisiana Public Records Law, La. R.S. 44:1, *et. seq.* OGB and/or the State 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.

OGB reserves the right to make any Proposal, including proprietary information contained therein, available to Office of State Procurement personnel, the Office of the Governor, Division of Administration, or other state agencies or organizations for the purpose of assisting OGB in its evaluation of the Proposal. 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 these evaluations.

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

If a Proposal contains confidential information, the Proposer should provide a redacted version of the proposal omitting those responses (or options thereof) and attachments that the Proposer determines are within the scope of the exception to the Louisiana Public Records Law. In a separate document, the Proposer shall provide the justification for each omission. If the Proposer does not submit the redacted copy, the Proposer waives any claim to keep information confidential. When submitting the redacted copy, the Proposer shall clearly mark the cover as such – “REDACTED COPY” – to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The Proposer should also provide two (2) electronic redacted copies of its entire Proposal on a flash drive or CD.

OGB will make the redacted Proposal available for inspection and/or copying upon the request of any individual pursuant to the Louisiana Public Records Law without notice to the Proposer.

Proposers should refer to the Louisiana Public Records Act, La. R.S. 44:1, *et. seq.*, for further clarification using the link provided below.

<https://www.legis.la.gov/Legis/Law.aspx?p=y&d=99632>

3.10 Cost of Preparing Proposals

OGB 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 OGB.

3.11 Errors and Omissions in Proposal

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

3.12 Best and Final Offers (BAFO)

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

The written invitation to participate in a BAFO or the participation in a BAFO will not obligate the State to enter into a Contract with any such Proposer.

3.13 Contract Award and Execution

OGB reserves the right to enter into a Contract without further discussion of the Proposal submitted based on the initial offers received.

OGB 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 OGB.

The selected Proposer shall be expected to enter into a Contract that is substantially the same as Attachment III. The Contract will include provisions included in the successful Proposal relative to services provided. 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. Additionally, the selected Proposer shall execute a Business Associate Addendum that is substantially the same as Attachment IV.

Negotiations may begin with the announcement of the selected Proposer. The “Notice of Intent to Award” letter is the notification of the award, contingent upon successful negotiation and

execution of a written Contract and approval by the Division of Administration, Office of State Procurement and by the appropriate standing committees of the Louisiana Legislature having jurisdiction over review of OGB agency rules as designated by La. R.S. 49:968(B)(21)(c) and Act 146 of the 2015 Regular Legislative Session. The protest period commences upon the announcement of the selected Proposer.

If the Contract negotiation period exceeds 20 business days or if the selected Proposer fails to sign the final Contract within 10 business days of delivery, OGB may elect to cancel the award and award the Contract to the next-highest-ranked Proposer.

3.14 Code of Ethics

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

3.15 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana law. All Proposals and Contracts are subject to provisions of the laws of the State of Louisiana including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code); purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. After the exhaustion of administrative remedies, venue of any action brought with regard to the Contract shall be in the Nineteenth (19th) Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

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 RFP. The Proposal must be received in hard copy (printed) version by the OGB RFP Coordinator/Blackout Period Contact on or before 4:00 PM Central Standard Time (“CST”) on the date specified in the Schedule of Events. Facsimile and electronic mail (“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 Proposer should label Proposal submissions as follows:

Pharmacy Benefit Manager Services for Self-Funded Health Plans

Proposer’s Name

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

OGB RFP Coordinator/Blackout Period Contact
Office of Group Benefits
1201 N. 3rd Street
Claiborne Building, Suite G-159
Baton Rouge, LA 70802

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. **Proposers are hereby advised that the U.S. Postal Service does not make deliveries to OGB's physical location.**

OGB requests the following:

- One (1) Original (clearly marked "Original") and Ten (10) numbered copies of the Technical Proposal.
- Two (2) CDs or portable drives of the entire Technical proposal in PDF and Word Format. Formulary Disruption (Attachment VII) and Network Disruption (Attachment VIII) should also be provided in Excel format using the electronic workbook provided by OGB.
- One (1) Original (clearly marked "Original") and Two (2) numbered copies of the Cost Proposal.
- Two (2) CDs or portable drives of the entire Cost Proposal in Word and Excel format using the Excel workbook provided by OGB.
- If applicable, Proposer should also submit an electronic redacted version of the Proposal per Section 3.9 of this RFP.

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.

4.2 Proposal Format

Proposers should respond to this RFP with a separate Technical Proposal and Cost Proposal. No pricing information should be included in the Technical 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 V.

5 PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce the scope of the Proposal. It should present 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 ninety (90) days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet OGB's overall requirements in the timeframes set by OGB.

It should include a positive statement of compliance with the Contract terms. If the Proposer cannot comply with one or more 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 Attachment IV: Business Associate Addendum, and submit whatever exceptions or exact modifications that it may seek. While final wording will be resolved during contract negotiations, the intent of the provisions in the Sample Contract and Business Associate Addendum will not be substantially altered.

5.2 Corporate Background, Financial Condition, Status, and Experience

The Proposer should give a brief description of its organization, including a brief history, organization structure, number of years in business, and copies of its latest financial statement, preferably audited. The Proposer should provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details.

The Proposer should provide a statement of whether there are any pending Securities Exchange Commission investigations or other government investigation involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a Contract issued pursuant to this RFP. Also, a statement should be provided documenting all open or pending litigation initiated by Proposer or where Proposer is a defendant in any open or pending litigation involving a customer matter. Nevertheless, Proposer must identify any and all litigation in which Proposer is a party and in which the amount in controversy exceeds \$1,000,000. Proposer should provide detail around any mergers, sales, or acquisitions scheduled for the next twelve (12) months.

Proposer should provide information regarding the organization's last financial audit and SOC 1, Type II report resulting from its most recent SSAE 16 engagement. Other independent assurances that may be provided, with OGB's consent, as an alternative to the SSAE 16 engagement and resulting SOC 1, Type II and/or SOC 2, Type II report, include a quality control plan [such as third party Quality Assurance (QA) or an Independent Verification and Validation (IV&V)] or, other independent contractor project or program reviews or audits. In addition, Contractor should provide any 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. OGB reserves the right to request any additional information to assure itself of a Proposer's financial and operational condition.

Proposer should provide a detailed discussion of its prior experience in working on projects similar in size, scope, and function to the proposed Contract. Proposers should describe their experience in providing PBM services with other states and/or with corporate/governmental entities of comparable size and diversity. Proposer should provide a separate reference, including the client name, address, industry, contact person and title, telephone number, and email address for each of the following categories: 1) Long-standing client of your organization; 2) Client that recently implemented a PBM program with your organization on or after January 1, 2015; and 3) Client that left your organization and now uses services of another vendor for reasons other than a merger, sale, or acquisition.

5.2.1 Veteran-Owned and Service-Connected Disabled Veteran-Owned 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: <http://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their Proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), corporate background of each, a description of the work each will perform pursuant to the resulting Contract award, experience and qualifications of staff considered as key to the success of the project, 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 at <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:IX) and for the Hudson Initiative (LAC 19:VIII) 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 entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <http://smallbiz.louisianaeconomicdevelopment.com>.

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships 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://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. When using this site, determine

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

5.2.2 Proposer's Eligibility

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings that could affect this work should also be included in your Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental entity. If no such litigation, suspension or debarment exists, Proposer should so state.

5.3 Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's dedicated Account Management Team, including but not limited to, the assigned Account Executive, Implementation Manager, Employer Group Waiver Plan ("EGWP")/Retiree Manager, Operational Account Manager, Clinical Program Manager, Clinical Pharmacy Manager (must be a resident of Louisiana), Financial Analyst, Data and Analytics Lead, Privacy Officer, and Customer Service Manager as well as any other assigned personnel considered key to the success of the project. This includes the Proposer's own staff and staff from any subcontractor to be used. The Account Executive and/or Operational Account Manager will provide day-to-day management of project tasks and activities, coordination of Proposer's employees, and possess the technical and functional knowledge to direct all aspects of the project. Also, the Account Executive must have at least one (1) back-up staff member designated to handle the overall responsibility of OGB. The Proposer should demonstrate that their staff and/or subcontractor(s) have the necessary experience and knowledge to successfully perform the services listed in Attachment II: Scope of Services. Individual resumes should be provided for the Account Management Team and any other assigned personnel considered key to the success of the project and include information detailing education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities, customer references (name, title, company name, address, email address, and telephone number) for the cited projects, and any applicable certifications.

Proposer should also provide an organizational and staffing plan that includes the role and responsibilities of the Account Management Team and any other personnel key to the success of the project, number of years of experience with the organization, number of accounts currently servicing, estimated percentage of time individual will work with OGB, anticipated duration of involvement, location and on-site availability.

5.4 Approach and Methodology

The Proposer should provide its approach and methodology in providing required services and identifying the tasks necessary to meet requirements described within Attachment II: Scope of Services. If there is any variation in the approach and methodology for Commercial and EGWP, such variation should be indicated in this section. This section should:

- Demonstrate Proposer's understanding of the nature of the project and how its Proposal will best meet the needs of OGB through providing general support and advisory services regarding pharmacy benefit design and implementation, efficient claims processing,

network and rebate management, Formulary management, clinical management programs, implementation of cost-saving programs, customer service, quality management, marketing, utilization management, and all other services required to administer the services provided;

- Approach for managing program operations to provide greater efficiency and effectiveness;
- Include Proposer’s proposed project work plan that identifies the responsible party and expected dates of completion and reflects the approach and methodology, implementation plans that fully detail all tasks necessary to begin performance of the Contract on January 1, 2017, 12:00 a.m. CST, IT/data file feed implementation, annual account management strategy, billing processes, and all other tasks and services to be performed;
- Describe Proposer’s customer service program including hours of operations, location(s), training plan to ensure understanding of OGB’s benefit plan design, scoring tool and call quality standards, production expectations (i.e., number of calls per day, time spent in available status, etc.), production and quality metrics, staffing ratio, and available services to handle a diverse population;
- Identify areas of project risk and procedures to mitigate risks associated with implementation;
- Describe current procedures in place to handle Protected Health Information (“PHI”);
- Include responses to all questions in Attachment VI: Technical Questionnaire; and
- Include a response to Attachment VII: Formulary Disruption and Attachment VIII: Network Disruption and describe your approach to close any gaps discovered through the respective disruption analysis.

5.5 Cost Information

The Proposer must provide the total cost (inclusive of travel and all project expenses) for providing the services described in Attachment II: Scope of Services. All cost information must be provided within Attachment X: Cost Proposal Template and comply with all pricing requirements set forth.

5.5.1 Pharmacy Network Discounts and Rebate Guarantees

Commercial and EGWP

Each Proposer that completes and returns Attachment XIII: Data Use Agreement for Limited Data Set by the specified deadline, 4PM CST April 15, 2016, will receive an electronic record containing redacted historical claims detail broken out by Commercial and EGWP. The Proposer will utilize the redacted historical claims detail to facilitate generation of the guaranteed pricing terms requested in Attachment X: Cost Proposal Template.

OGB’s Actuary will apply specific guaranteed pricing discount terms to the undiscounted AWP for Commercial and EGWP using redacted historical claims data. Trending factors will be taken into consideration in the evaluation such as, drug inflation, brand to generic shifts, retail to mail shifts, brand utilization, and generic utilization. Proposed per script dispensing fees will be

added; the guaranteed rebate projection will be subtracted. The proposed admin fee for each category will then be added to determine the proposed total cost.

The total cost for Commercial and EGWP will be combined and used to calculate score points using the formula specified in Section 6.5 Evaluation and Review. **Note: The redacted historical claims include specification data furnished by the OGB's incumbent contractor.**

5.5.2 Clinical Management Fees

Commercial and EGWP

The Proposer shall provide an all-inclusive total per Plan Participant per month cost proposal for Commercial and EGWP to provide the minimum level of services set forth in Attachment II: Scope of Services and Attachment XIV: Current Clinical Programs. The proposed rates for all clinical management services will be combined to determine the total clinical management fee.

Proposer shall also provide a detailed listing of recommended clinical management programs available for use on an a-la-carte basis for a total budget that must equal \$9.00 per Plan Participant per month.

For informational purposes only, the Proposer shall provide an itemized list of all services included in the proposed rate and detailed cost associated with each proposed clinical management service and recommended clinical management program along with the cost savings guarantee per Plan Participant per month.

The total clinical management fee and total recommended clinical management program cost (must equal \$9.00 per Plan Participant per month) will be combined for Commercial and EGWP and used to calculate score points using the formula specified in Section 6.5 Evaluation and Review.

The rates proposed in response to this RFP shall be guaranteed for the term of the Contract. OGB requires the same rates for the entire Contract term and any option period. For billing purposes, per Plan Participant per month will be based on the group population for the respective health plans.

6 EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of Proposals will be accomplished by an evaluation team, to be designated by OGB, which will determine the Proposal most advantageous to OGB and 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

OGB 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

OGB will require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet OGB’s program objectives. Commitments by the Proposer at the oral presentation, if any, will be considered binding. The Proposer’s Quality of Services and Experience and Staff Qualifications will be scored based on their oral presentations. The combined Oral Presentation Score will be added to the original Technical Approach Score, Veteran and Hudson Initiative Score, and Cost Proposal Score to determine the final score.

6.5 Evaluation and Review

Proposals that pass the mandatory requirements review, RFP Section 3.1 Minimum Qualifications of Proposer, will be evaluated based on information provided in the Proposal according to the following criteria:

CRITERIA	MAXIMUM SCORE
PHASE 1: TECHNICAL APPROACH	
Quality of Services	225
Experience and Staff Qualifications	175
TECHNICAL APPROACH SCORE	400
PHASE 2: VETERAN AND HUDSON INITIATIVE	
Veteran and Hudson Initiative	100
VETERAN AND HUDSON INITIATIVE SCORE	100
PHASE 3: COST PROPOSAL	
Pharmacy Network Discounts & Rebate Guarantees	250
Clinical Management Fees	100
COST PROPOSAL SCORE	350
PHASE 4: ORAL PRESENTATION	
Quality of Services	100
Experience and Staff Qualifications	50
ORAL PRESENTATION SCORE	150
TOTAL SCORE	1,000

Phase 1 – Technical Approach

Quality of Services

- Demonstrated effectiveness of Proposer’s approach and methodology to performing the various services outlined in the Attachment II: Scope of Services and Attachment VI: Technical Questionnaire.
- Training methodology proposed for project staff to understand current practices and ongoing training needs to address changes in policy and procedures.
- Quality, depth, and completeness of the project work plan.

- Effectiveness of reporting and data analytics including the diversity of report types and formats supported.
- Understanding of the work, including a thoroughness shown in understanding the objectives of the Scope of Services (Attachment II) and specific services and planned execution of the project.
- Impact of Formulary and Network Disruption to Plan Participants.

Experience and Staff Qualifications

- Effectiveness of the proposed organization and staffing plan.
- Current and relevant knowledge, quality and depth of experience of the proposed staff, Account Management Team, and any other personnel considered key to the success of the project through completed and ongoing efforts similar in nature to this effort.
- Evidence that the organization has the current capabilities and can assure performance for this requirement.
- Demonstration of successful past experience, including Proposer and any subcontractor(s), that is similar to that necessary to perform services included in Attachment II: Scope of Services with public entity accounts.

Phase 2 – Veteran and Hudson Initiative

Veteran-Owned and Service-Connected Disabled Veteran-Owned 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 a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiative small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable Proposer’s 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:
 - Number of certified small entrepreneurships to be utilized
 - Experience and qualifications of the certified small entrepreneurship(s)
 - Anticipated earnings to accrue to the certified small entrepreneurship(s)
 - Percent of work allocated to the certified small entrepreneurship(s) pursuant to the resulting Contract award

Phase 3 – Cost

Cost Proposals for all Proposers will be evaluated and an absolute score calculated. Points will be assigned for cost using a calculation-based evaluation process based on the total costs from the pricing submitted by each Proposer on the Attachment X: Cost Proposal Template.

Each component of the Cost Proposal (i.e., Pharmacy Network Discounts & Rebate Guarantees and Clinical Management Fees) will be scored separately using the following methodology:

1. The lowest Proposal will receive 100% of the available points for the cost component.
2. Remaining Proposals will receive points based on application of the following formula:

Points per Component = (Cost of Lowest Cost Proposal for the Cost Component/Cost of Proposal Being Evaluated for the Cost Component) * Points for the Cost Component.

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

6.6 Announcement of Contractor

The Evaluation Team will compile the scores and make a recommendation to the Chief Executive Officer of OGB on the basis of the responsive and responsible Proposer with the highest total score.

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

After the “Notice of Intent to Award” letter has been issued, OGB shall make available to all interested parties upon request, the Proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44:1 *et seq.*); evaluation of Proposers’ strengths and weaknesses including the list of criteria used and the weight assigned each criterion; and scores of each considered proposal. The “Notice of Intent to Award” letter is the notification of the award, contingent upon successful negotiation and execution of a written Contract, approval by the Division of Administration, Office of State Procurement, and approval by the appropriate standing committees of the Louisiana Legislature having jurisdiction over review of OGB rules as designated by La. R.S. 49:968(B)(21)(c) and Act 146 of the 2015 Regular Legislative Session.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer copying the Chief Executive Officer of OGB within fourteen (14) days after the award, in accordance with La. R.S. 39:1671. Should any person remain aggrieved after the protest decision, that person may appeal the protest decision to the Commissioner of Administration in accordance with La. R.S. 39:1683; and, if aggrieved by the Commissioner of Administration’s decision, the aggrieved person may appeal the Commissioner of Administration’s decision to the Nineteenth (19th) Judicial District Court in accordance with La. R.S. 39:1691 and 1692.

6.7 Commissioner’s Statements

Statements, acts, and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any Proposer, and/or any subcontractor of a Proposer shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including but not limited to, the Commissioner of Administration’s authority in procurement matters.

6.8 Proposer's Cooperation

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual Contract is terminated and/or a lawsuit is filed. The Proposer shall not limit or impede the State's right to audit. Additionally, the Proposer shall not withhold state owned documents.

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 La. 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

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of \$[TO BE INSERTED] for the term of the Contract. Payments are predicated upon successful completion and written approval by OGB of the described services and deliverables as provided in the Attachment II: Scope of Services. Contractor will only be paid for the specific Contract services rendered. Contractor will not be paid more than the maximum amount of the Contract.

Claims Payments. OGB will not provide advance funding for payment of claims. The Contractor will submit weekly invoices for reimbursement of claims no later than 12:00 p.m. CST on the established billing day, with an accompanying check register (claims disbursements) showing all paid claims and any other supporting documentation necessary to substantiate invoiced costs. Separate invoices shall be prepared with respect to claims for each Plan offering. Upon receipt and validation of each claims invoice, OGB shall wire the undisputed amount within seven (7) business days of receipt. If the invoice(s) and electronic check register(s) do not reconcile, payment of the disputed amount will be made within seven (7) business days of successful reconciliation. If OGB questions the amount, OGB will notify the Contractor of its questions regarding said amount, and Contractor shall make a reasonable effort to respond to such questions within five (5) business days. **No payments will be made by OGB on banking or State holidays.**

Contractor may not suspend or fail to render payments to participating pharmacies or to OGB Plan Participants within the timeframes provided by applicable law because of non-payment or late payment by OGB. Such payments by Contractor shall not constitute a waiver of any of Contractor's remedies with respect to non-payment. Should Contractor fail to make payments within the timeframes provided by applicable law, Contractor shall be liable to OGB for any penalties or fees that OGB may incur as a result of such inaction by Contractor.

Administrative Fees. Contractor will invoice OGB for all fees and charges earned by Contractor set forth in Attachment X: Cost Proposal Template which may be included on the same invoice as claims payments or reflected in a separate invoice. Upon receipt and validation of

Contractor's invoice for administrative fees, OGB shall pay undisputed fees by wire transfer within seven (7) business days of receipt. Any monthly fees will be charged the month following the month in which the service is provided. If OGB questions the amount, OGB will notify the Contractor of its questions regarding said amount, and Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

7.3 Performance Guarantees

Contractor agrees to provide its operational performance guarantees on a client-specific basis and report OGB's results on a quarterly basis. OGB shall have the ability to modify the performance guarantees each Contract year; however, \$10 per Plan Participant will remain at risk. OGB, at its sole discretion, will allocate amounts at risk for performance guarantees, provided no more than thirty (30%) of the total amount at risk is allocated to one performance guarantee excluding financial guarantees (i.e., AWP discounts, dispensing fees, rebates, etc.).

All guarantees must be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of the calendar year. Implementation performance guarantees will be measured and reported within ninety (90) days after the agreed upon implementation date. Payment of any due and owing implementation performance penalty shall be paid within sixty (60) days of notification of the penalty to the Contractor.

Performance Guarantees: The Contractor will be subject to negotiated performance standards and those detailed in Attachment II: Scope of Service, subject to a maximum penalty of \$10 per Plan Participant (i.e., employee + spouse + dependent = 3 Plan Participants).

Financial guarantees will be covered dollar for dollar on any shortfall with no limit to the amount at risk. Any surplus on financial guarantees will be retained 100% by OGB. All guarantees will be trued up individually, meaning no guarantees can be cross-subsidized (i.e., surplus on one guarantee offsetting other, etc.). This includes no cross-subsidization between delivery channels, or within a delivery channel. For example, retail and retail extended supply networks are considered separate delivery channels.

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

Measurement Periods: The first period to be measured shall be January 1, 2017 through December 31, 2017. The second period will be for calendar year 2018, and the third period for calendar year 2019. The fourth period, subject to the renewal option, will be for calendar year 2020, and the fifth period, subject to the renewal option, will be for calendar year 2021. If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

7.3.1 Performance Bond

Unless issuance of such bond is against applicable law, Contractor shall provide a performance (surety) bond in an amount agreed upon by OGB of no more than one hundred percent (100%) of the annual contracted administrative fees (all contracted costs excluding claim reimbursements) to ensure the successful performance under the terms and conditions of the Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved companies which is

published annually in the Federal Register, or by a Louisiana-domiciled insurance company with at least an A-rating to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

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

7.4 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are made available or which become available to the Contractor in carrying out this Contract, are designated confidential and 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 OGB. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available through no fault of Contractor or its subcontractors, vendors, agents, or employees, 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 without breach of the OGB Contract.

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

Contractor shall not permit major delegated functions involving protected health information (PHI), including but not limited to claims processing, customer services, and any other services as provided by applicable law, to be sourced outside of the territorial and jurisdictional limits of the fifty (50) United States of America. As used in this paragraph, PHI refers to protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and regulations promulgated thereunder by the U.S. Department of Health and Human Services, as amended from time to time.

7.5 Business Associate Addendum

A Business Associate Addendum, Attachment IV, shall be executed between the parties to this Contract to protect the privacy and provide security of PHI in compliance with the HIPAA, and regulations promulgated thereunder, as amended from time to time.

7.6 Market Check Provision

OGB reserves the right to exercise a market check throughout the Contract term to assess and verify the competitiveness of the pricing and other terms set forth in the Contract in comparison to that available in the marketplace at that time. OGB may designate a third party of its choosing to complete such market check if it chooses to conduct such. Should the comparison find current market conditions would yield greater than 1.0% savings, the parties will discuss in good faith a revision to the current Contract terms that will at least match the best offer in the marketplace and will go into effect the first day of the upcoming Contract year. If parties are unable to reach agreement on revised terms or other applicable provisions within sixty (60) days from the market

check report, OGB may terminate the Contract without penalty (e.g., no loss of rebates earned but not yet paid) upon at least thirty (30) days' prior written notice prior to the beginning of the second and third Contract year, respectively. Benchmarks chosen in the analysis shall be groups with comparable plan design, membership and utilization patterns as OGB, to the extent possible.

7.7 Preferred Client

If you are awarded the Contract, you agree that OGB will be recognized as a preferred client relationship and will benefit from yearly pricing improvements provided to any other clients in your "book of business". Essentially, if another client or clients have been offered better pricing than you are offering to OGB in any given year, OGB should not be locked into the less advantageous pricing arrangements and should receive the benefit of any enhancements as well.

ATTACHMENT I: CURRENT PHARMACY DRUG PLAN BENEFIT DESIGN

Tier	Plan Participant Co-Pay
Generic	50% up to \$30
Preferred	50% up to \$55
Non-Preferred	65% up to \$80
Specialty	50% up to \$80
Once Plan Participant pays \$1,500:	
Generic	\$0
Preferred	\$20
Non-Preferred	\$40
Specialty	\$40

Notes:

- \$1,500 prescription-only threshold is met when exceeded, either by Plan Participant alone or family aggregate spend.
- All co-pays are for 30-day supply.
- Co-pay for 90-day supply is 2.5 times the applicable maximum co-pay.

ATTACHMENT II: SCOPE OF SERVICES

Overview

This RFP is issued for the purpose of soliciting Proposals from interested entities to provide PBM services for certain self-funded health plans offered by OGB. The Proposer awarded the Contract under this RFP will be responsible for successfully transitioning (in conjunction with OGB and the incumbent contractor) to being the Contractor responsible for completing all required services. The Contractor shall provide competent and qualified staff to work on the scope of services under the resulting Contract.

The general information contained in this RFP is complete and accurate to the best knowledge of OGB and based upon circumstances existing at the time the RFP was prepared. However, any such data and information released with the RFP are representations and not warranties by OGB. Each Proposer submitting a Proposal shall assume sole responsibility for reliance upon information included in this RFP.

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

Below is a list of minimum services the Contractor will be responsible for providing under the Contract resulting from this RFP.

- Adhere to all provisions outlined and requested in the Attachment VI: Technical Questionnaire.
- Assign a dedicated implementation team to manage the implementation process and the transition of services from the incumbent contractor.
- Work with OGB and incumbent contractor to transfer competencies and operational expertise essential to administering OGB's pharmacy benefits program with minimal interruption to Plan Participants.
- Provide network access to licensed and in good standing Louisiana pharmacies without an access fee.
- Communicate as necessary with those Plan Participants on Plan Participant disruption letters to those impacted by quarterly Formulary changes.
- Perform all tasks necessary to complete the pre-implementation audit (including follow-up test claims) at least ten (10) days prior to the effective date. This assumes OGB will sign off on the benefit set up at least thirty (30) days in advance of the Plan effective date.

- Perform comprehensive systems testing and quality assurance audits, with results reported to OGB prior to the “Go-Live” date at no additional cost.
- Ensure successful and timely completion of all tasks necessary to begin performance of the Contract on January 1, 2017, 12:00 a.m. CST.
- Conduct project status implementation meetings with the Contract Supervisor.
- Provide an implementation credit to OGB in the amount of \$5 per Plan Participant to offset OGB’s expense associated with the RFP, transition, and ongoing services. In no case shall OGB be required to repay all or a portion of the used or unused implementation credit.
- Perform all aspects of claims processing, coordination of benefits including non-Medicare and Medicare, claims reimbursement, point-of-sale transactions, adjudication, and payment. The Contractor shall verify benefits and eligibility before authorizing prescriptions and paying claims.
- Provide a process for reimbursing Plan Participants through electronic submission and paper reimbursement form.
- Support any deductible or out-of-pocket maximum cross accumulation in a mutually agreed format to ensure compliance with the Patient Protection and Affordable Care Act (“PPACA”).
- Establish and implement data utilization edits that identify and deny duplicate claims, claims filed too soon, claims requiring authorization when such authorization is not in place, as well as messages to the pharmacist for review and approval or denial of the claim(s) due to safety issues.
- Assist OGB in complying with grievance and appeal procedures adopted by OGB as outlined in the Plan. The Contractor will be responsible for resolution of appeals specific to Covered Benefits, medical necessity, and external reviews consistent with the appeals program and Plan Participant requested reviews of prescription drug denials as allowed by and in accordance with the PPACA.
- Investigate any fraudulent, suspected fraud or suspicious activity, prescription related or otherwise relating to the Plan, which it believes to be fraudulent or abusive whenever detected by the Contractor or brought to the attention of the Contractor by OGB or other persons. The Contractor shall have established procedures and system edits to aggressively monitor and proactively search for cases and potential cases of fraud and abuse including providing OGB with a quarterly report of fraud activities and discoveries relating to the resulting Contract.

- Manage the current pharmacy benefit plan design and any changes implemented by OGB.
- Differentiate between Medicare Part B vs. Medicare Part D claims.
- Provide file data in a layout format designated by OGB to include, but not limited to, Drug Claims File, Prior Authorization Review File, Appeals Determination File, and Out of Pocket Maximum. The Contractor must accept OGB's standard file layout.
- Mail welcome kits and identification cards ("ID Cards") to the homes of newly enrolled Plan Participants within four (4) calendar days upon receipt of the eligibility. Contractor will be responsible for cost of reproducing ID cards and priority mail shipping in the event of Contractor errors and/or initiated changes.
- Provide prescription benefit management services including, but not necessarily limited to, general support and advisory services regarding pharmacy benefit design and implementation, Formulary management, network and rebate management, administrative and claims processing services, clinical management programs, reporting, marketing, customer service, quality management, and utilization management functions.
- Provide retail network, mail order, and specialty pharmacy services.
- Comprehensive management of the EGWP, including the ability to maintain benefits for OGB retirees who are awaiting EGWP approval by CMS with 100% adherence to all CMS guidelines.
- Review, clarify, edit as necessary, and confirm the accuracy of all prescription drug program information included in the annual benefit guide and website as requested by OGB. The Contractor shall respond within the timeframe set by OGB, which will be determined at the time of the request.
- Assist OGB in responding to inquiries received from Plan Participants, pharmacy providers, or other persons. Such requests shall be 1) given priority status; 2) subject to a method of tracking approved by OGB; and 3) result in the delivery of all requested information, documentation, etc. When immediate responses are required, the Contractor shall assist OGB in preparing its reply including providing data and documentation within the timeframes prescribed by OGB at that time.
- Provide immediate online real-time manual eligibility updates for urgent requests by OGB staff.
- Make available all necessary resources to assist OGB in responding to legislative inquiries and requests including, but not limited to, the Account Management Team, analytics and outcomes, and government relations department. The Contractor shall

respond within the timeframe set by OGB, which will be determined at the time of the inquiry depending upon the scope and complexity of the request.

- Integrate with selected contractor(s) as defined by OGB for the administration of the Plan, including the Administrative Services provider and COBRA administrator for the purpose of out of pocket maximum accumulation.
- Provide ten (10) read only access codes to the online eligibility, claims payment and/or standard and ad hoc reporting systems(s) (collectively, the “System”) which will allow OGB’s specified personnel to view and/or extract information residing in the System on an individual, Plan level, and account structure basis. Training to OGB personnel will be provided by the Contractor’s Account Management Team on-site at OGB.
- Provide knowledgeable staff to attend statewide annual/special enrollments and any other informational meetings as scheduled by OGB as well as prepare, print and distribute communication materials.
- Process run-on claims for eligible OGB Plan Participants incurred prior to but not processed as of the start date of the resulting Contract at OGB’s request.
- Process claims for eligible OGB Plan Participants incurred prior to but not processed as of the termination of the resulting Contract and received not more than one (1) year following Contract termination (“run-off services”). At OGB’s request, the handling of such claims may be transitioned to a successor appointed by OGB prior to the end of the run-off period, and the Contractor shall cooperate in transitioning such services to any successor appointed by OGB. Further, Contractor will continue to process all claims and appeals for claims incurred prior to termination of the resulting Contract during the one (1) year run-off period following termination, unless otherwise transitioned to a successor appointed by OGB.
- Provide advisory services to OGB regarding actual or pending state and federal laws, regulations, policies, procedures, and rules specific to self-funded plans for pharmacy benefit management, pharmacy and prescription drugs, other topics related to the provisions of this Plan and provide OGB with interpretation as to the impact of such laws or regulations on the Plan.
- Subject to OGB’s customization and approval, the Contractor will be responsible for the development of pharmacy benefit information including, but not limited to 1) annual and special enrollment brochures and promotions; 2) other Plan-related printed materials (i.e., promotional, Plan Participant education, ID Cards, benefit brochures, claim forms, clinical program notices and letters, pre-formatted letters, system generated letters and notifications, correspondence forms, and other written materials and forms). The Contractor will be responsible for all costs associated with designing, writing, printing, distributing and mailing all such information.

- Provide upon request of the Plan Participant printed materials in a medium widely accepted for the visually impaired.
- All printed material shall be provided in electronic format with final version submitted to OGB in PDF file format.
- Provide membership eligibility/enrollment, co-payment/coinsurance and benefit coverage information, supplied by OGB or its designated agent in mutually agreed format, available to network Pharmacies on a weekly basis at the time of dispensing through the online electronic transmission link maintained between the Contractor and pharmacies to assure claims are processed appropriately.
- Provide dedicated Customer Service Representatives (“CSR”) to research and resolve, to the satisfaction of OGB, benefits, claims payment, denial inquiries and complaints submitted by Plan Participants, pharmacies, and OGB. CSR must have the ability to gather and analyze data, create a historical picture, including a timeline of claim activity for the individual Plan Participant, and develop appropriate correspondence for complicated claim issues that are appealed to OGB.
- Furnish a toll-free number for incoming customer service calls, including telephone technology for the hearing impaired and multi-lingual support. The call center for pharmacies, Plan Participants, and account management must be staffed and available to receive calls 24/7.
- Upon request, provide digital recordings of phone calls within two (2) business days of request.
- Maintain a service disruption plan or procedure to continue customer service activities and all other business operations when existing service is temporarily unavailable due to either scheduled or unforeseen events (i.e., repairing/restoring utility or power supply, upgrading phone systems, and other events). OGB must be notified in advance for scheduled disruptions and within twenty-four (24) hours of occurrence for other events.
- Provide 24/7 access to online portal, except for scheduled maintenance, to Plan Participants for activities such as claim submission, account monitoring, communications requested and approved by OGB, Formulary, and any other information required by state and federal laws. All outages in excess of one (1) hour should be promptly reported to the Contract Supervisor.
- Provide web-based tools that will help educate Plan Participants on the benefit plan design and assist in calculating and tracking the cost and utilization of their prescribed drug through all delivery channels (i.e., retail 30, retail 90, specialty, and mail service).

The tool(s) must also provide alternative suggestions for more cost-effective medication within the same therapeutic class.

- Provide advance written notice to OGB no later than ninety (90) days prior to any anticipated Formulary change, with written notice also to be sent to the address of impacted Plan Participants by no later than sixty (60) days prior to the effective date of any change. For purposes of this requirement, Plan Participant shall include any Plan Participant who has had a prescription filled for the impacted medication(s) within the last ninety (90) calendar days or has an active refill on file. Written communications to Plan Participants will be subject to OGB's approval prior to distribution. Such changes are subject to OGB approval prior to implementation.
- Provide advance written notice to OGB no later than ninety (90) days prior to any anticipated material change(s) to the retail pharmacy network, mail order pharmacy, and/or specialty pharmacy with written notice also to be sent to the address of impacted Plan Participants by no later than sixty (60) days prior to the effective date of any change. For purposes of this requirement, Plan Participant shall include any Plan Participant who has had a prescription filled within the last ninety (90) calendar days or has an active refill on file with the terminating pharmacy. Written communications to Plan Participants will be subject to OGB's approval prior to distribution. Such changes are subject to OGB approval prior to implementation.
- Provide notice of any delays beyond three (3) days in the delivery of prescription to the Plan Participant.
- Perform Formulary management, rebate sharing and other clinical services described herein. These services will include, but not limited to, prior authorization, step-therapy, concurrent and retrospective drug utilization review and other measures that are deemed appropriate to effectuate Formulary management. All Formulary changes are subject to OGB's approval prior to implementation.
- Implement a specialty pharmacy program that will provide cost-effective care and positive patient outcomes through increased adherence, as well as provide an enhanced patient experience through the convenience of scheduled delivery, disease management programs and compliance monitoring employing a care coordination model.
- Develop and implement clinical intervention and cost-saving programs. All such initiatives are subject to OGB's approval prior to implementation and/or discontinuance.
- Provide clinical resources to OGB to assist in interpreting pharmacy data and developing cost management strategies.

- Provide predictive and plan design modeling capabilities and tools that will assist OGB in assessing the financial impact and/or return on investment (“ROI”) of OGB’s current benefit plan design and any proposed benefit changes.
- Provide benchmark comparison for clients similar to OGB as well as national comparisons.
- Perform audits of individual pharmacies not located in the State of Louisiana prior to their entering the provider network and as requested by OGB for the purpose of determining pharmacy accuracy. For pharmacies located in the State of Louisiana that are seeking entrance into the network, the Contractor may accept the formal application of the pharmacy along with a copy of the on-site inspection report completed by the Louisiana Pharmacy Board in lieu of an audit.
- Maintain criteria to establish when and how a utilized participating pharmacy may be selected for audit (i.e., desk audit, on-site audit, client specific on-site participating pharmacy audit requests, etc.) and/or audited to determine compliance with its contract with the Contractor. Audits will be conducted by the Contractor’s internal auditors or its subcontracted auditors at the utilized participating pharmacy. The Contractor will be required to institute action to collect overpayments and return 100% of the recoveries to OGB.
- Render payment to OGB for all rebates within ninety (90) days after termination of the Contract. In addition, all pricing guarantees will be trued up and any shortfalls will be paid to OGB within ninety (90) days after said termination.
- Provide notification of any CMS related inquiries regarding OGB’s pharmacy benefits program and prepare response to such inquiries for OGB approval; submit such response upon OGB approval.
- Conduct annual Plan Participant(s) and OGB satisfaction surveys and report results to OGB. The survey tools are subject to OGB’s approval.
- Notify OGB within five (5) business days of receipt of any class action notice and/or other lawsuits in which the Contractor determines OGB could have an interest. Contractor is not authorized to file such claims on behalf of OGB without OGB’s express written consent. Contractor will provide claims data and reporting to use in filing for refunds or to participate in any such action or litigation at no additional costs.
- Perform subrogation and other third-party recoveries on behalf of OGB.
- Remit applicable fees to pharmacies as required by Louisiana law.

Deliverables

The deliverables listed in this section are the minimum required from the Contractor for both Commercial & EGWP. Additional deliverables may be included at the time of Contract award or as mutually agreed between both parties.

Deliverable	Description	Frequency of Submission
Independent Assurances		
Independent Assurances	Contractor shall supply OGB with an exact copy of the annual SOC 1, Type II and/or SOC 2, Type II (as agreed by OGB) resulting from the SSAE16 engagement or any other independent assurances approved by OGB for the period of January 1 – December 31.	March 31, 2018 and each calendar year thereafter.
Performance Guarantees		
Performance Guarantee Report	A detailed comprehensive monthly report including metrics for the performance guarantees set forth in the Contract.	Within thirty (30) calendar days after close of each month and calendar year.
Financial Guarantee Report	A comprehensive quarterly report, including the effective AWP discounts, dispensing fees, and rebates.	Within thirty (30) calendar days after the close of each quarter.
Account Satisfaction		
Plan Participant Satisfaction Survey	Conduct annual Plan Participant satisfaction survey and report results to OGB.	Within thirty (30) calendar days after end of each calendar year.
OGB Satisfaction Survey	Conduct annual OGB satisfaction survey and report results to OGB.	Within thirty (30) calendar days after end of each calendar year.
Market Check		
Market Check Report	Provide comments on the market check audit report provided by OGB or its designee.	Within ten (10) business days of receipt.

Operational Activities		
Ad Hoc Reports	Provide client-specific reports that include data related to Contractor's operating performance and health outcomes of OGB Plan Participants.	Within thirty (30) calendar days of request.
Weekly Status Meeting Agenda	A document that provides a high level overview of agenda topics, new and current issues requiring resolution, and any other necessary discussions.	Within twenty-four (24) hours in advance of the scheduled meeting for review and comments.
Service Log	A log detailing open and resolved issues to include, but not limited to, description of issue, date identified, recommended and/or agreed upon course of action, anticipated completion date, responsible party for resolution, notes from meeting discussions regarding the issue, and any other applicable comments.	Within fifteen (15) calendar days after end of each month.
Meeting Minutes	Provide detailed and well-documented draft meeting minutes for review and comment. Final minutes must be provided within three (3) business days after receipt of revisions from OGB.	Within three (3) days after any meeting and/or receipt of revisions from OGB.
Quarterly Meeting Agenda	A document that provides a high level overview of agenda topics, new and current issues requiring resolution, and any other necessary discussions.	Within ten (10) business days in advance of the scheduled quarterly meeting.
Process Log	A comprehensive document including a detailed description of all benefit and system programming changes.	Within five (5) business days of any change.
Drug Type Summary	A summary of claims by drug type, broken out by Plan & level of coverage (employee ("EE"), employee + spouse ("EE+SP"), etc.), drug type (Generic/Brand), prescription count, days' supply, paid amount, total Plan Participant Out of Pocket ("OOP").	Within fifteen (15) calendar days after end of each month.
Paid Claims Summary	A summary of paid claims, broken out by Plan & level of coverage, prescription count, Plan paid amount, Plan Participant paid amount, total claims, and year to date total.	Within fifteen (15) calendar days after end of each month.

Direct Member Reimbursement (“DMR”) Summary	A summary of DMR claims by Plan to include DMR flag, in/out network, prescription count, relationship code, paid amount, total Plan Participant OOP, and year to date total.	Within fifteen (15) calendar days after end of each month.
Specialty Utilization by Drug within Disease Summary	A summary of specialty drug utilization to include, but not limited to, Rheumatoid Arthritis, Multiple Sclerosis, and Hepatitis C broken out by disease state, drug name, number of prescriptions, Plan/Plan Participant cost, Plan/Plan Participant cost per fill, average total cost per fill.	Within fifteen (15) calendar days after end of each month.
Clinical Pipeline Report	A summary of specialty products in Phase III trials that are expected to receive Federal Drug Administration (“FDA”) approvals within the next twelve (12) months. This report is to include information by drug, manufacturer, therapeutic category, main use/description, expected approval, efficacy and safety data, predicted place in therapy, and financial impact. As specialty products are released to market a drug review will be performed that includes efficacy, safety data, place in therapy, comparative cost analysis, Formulary placement recommendation, and prior authorization guideline recommendation.	Last day of the month following end of each quarterly reporting period.
OGB Claims by Therapeutic Class	A description of the top 25 therapeutic classes by Plan paid claims. This report is to include total paid, Plan paid, patient paid, and percentage of Generic of each, number of claims, percentage of total claims, percentage of Generic drugs utilized, Plan paid/day, Plan paid/claim, and per Plan Participant per month. Commercial and EGWP claims must be separated.	Last day of the month following end of each quarterly reporting period.

Drug Utilization Review (“DUR”) Activity Report	A description of the total monthly drug utilization. To include total DUR activity, rejected claims, and reversed claims broken out by conflict description, summarized by total DUR count, ingredient cost, paid and percentage of alerts, total overall claims, claims with alerts, and claims sent summary. Commercial and EGWP claims must be separated.	Last day of the month following end of each quarterly reporting period.
Grievance report	A description of Plan Participant reported grievances, both oral and written broken out by number of type: Plan (co-pays, coinsurance, coverage gap, prescription exclusions/limitations); appeals/formal grievances; customer service (i.e., Plan materials not received, mail order vendor, pharmacy staff, service plan operations, service plan staff); disenrollment (i.e., disenrollment not processed), fraud and abuse; marketing; quality of care; other/misc.	Last day of the month following end of each quarterly reporting period.
Plan Summary	A summary of issues, changes to Formulary, communications, and recommendations, to be presented at quarterly meetings.	Ten (10) days prior to the occurrence of each quarterly meeting.
Maximum Allowable Cost (“MAC”)	A listing of MAC pricing list (i.e., OGB retail pricing).	Within fifteen (15) calendar days after end of each month.
Pharmacy Audits	Detailed results of any pharmacy audit including recommendations for identified deficiencies and plan of action as needed.	Last day of the month following end of each quarterly reporting period.
Plan Participant Communications	Prepare talking points and communications necessary for Plan/Formulary updates and changes.	Within the specified timeframe identified by OGB at time of request.
CMS Reporting	Prepare and submit all CMS mandated and ad hoc reports.	Within the specified timeframe identified at the time of request.
Payment of Rebates	Render payment to OGB for rebates and/or any other guarantees.	Within sixty (60) days following the end of each quarter.

Performance Guarantees

The following performance guarantees are the minimum acceptable standards for the resulting Contract. These metrics shall be reported quarterly and reconciled on an annual basis unless another time period is agreed to between OGB and Contractor. OGB, at its sole discretion, will allocate amounts at risk for performance guarantees, provided no more than thirty (30%) of the total amount at risk is allocated to one performance guarantee excluding financial guarantees (i.e., AWP discounts, dispensing fees, rebates, etc.).

Financial guarantees will be covered dollar for dollar on any shortfall with no limit to the amount at risk. Any surplus on financial guarantees will be retained 100% by OGB. All guarantees will be trued up individually, meaning no guarantees can be cross-subsidized (i.e., surplus on one guarantee offsetting other, etc.). This includes not being able to cross-subsidize between delivery channels, or within a delivery channel. For example, retail and retail extended supply networks are considered separate delivery channels.

Any penalties owed to OGB shall be paid within ninety (90) days after the end of calendar year proactively by the Contractor, and will not need to be requested. Implementation performance guarantees will be measured and reported within ninety (90) days after the agreed upon implementation date. Payment of any due and owing implementation performance penalty shall be paid within sixty (60) days of notification of the penalty to the Contractor.

Commercial

Metric	Performance Standard
Implementation	
Implementation Satisfaction Survey	Provide an implementation satisfaction guarantee that is separate from all other guarantees. The guarantee will be at the sole discretion of OGB, meaning OGB can determine, in good faith, a "yes" or "no" if they were satisfied with the implementation, or a percentage of satisfaction.
Pre-Implementation Audit	Complete the pre-implementation audit, including follow-up test claims, at least ten (10) days prior to the established implementation date.
Post Implementation	
Pharmacy Network Disruption	At least 98% of Plan Participants shall reside within 1.5 miles of a network pharmacy for urban areas, within three (3) miles for suburban areas, and ten (10) miles for rural areas.
Retail Direct Reimbursement Claims	100% of retail direct reimbursement claims processed for payment or rejected and responded to within five (5) business days.
Retail Point-of-Sale Claims Adjudication Accuracy	Adjudication accuracy rate of at least 99.5% for all claims processed at point of sale.

Mail Order Turnaround for Prescription Drugs Requiring No Intervention	99% of mail orders for prescription drugs requiring no intervention (i.e., clinical verification, prior authorization, etc.) will be shipped within two (2) business days. (Measured in business days from the date the prescription drug claim is received by the vendor either paper, phone, fax or e-prescribed.)
Mail Order Turnaround for Prescription Drugs Requiring Administrative/Clinical Intervention	100% of mail orders for prescription drugs requiring administrative/clinical intervention will be shipped within five (5) business days.
Mail Order Dispensing Accuracy	99.8% or greater accuracy of mail order prescriptions dispensed with no errors.
Wait Time for Pharmacist/Clinical Support Supervisor	100% of Plan Participant calls that are transferred to a pharmacist or supervisor will be answered within five (5) minutes.
Specialty Pharmacy Dispensing Accuracy	99.8% or greater of specialty pharmacy prescriptions filled with no errors.
Specialty Adherence Rate	Adherence rate for patients using specialty pharmacy of at least 90%. Conditions to be measured include, but are not limited to, Rheumatoid Arthritis, Multiple Sclerosis, and Hepatitis C. Conditions will be measured for each condition separately.
Average Speed to Answer	100% of calls will be answered by a live voice within twenty (20) seconds. The amount of time that elapses between the time a call is received into a Plan Participant service queue to the time the phone is answered by a CSR. Measurement excludes calls routed to Interactive Voice Response (“IVR”).
Abandoned Call Rate	2% or less of calls will be abandoned before call is answered by CSR. (Measurement excludes calls abandoned within the first thirty (30) seconds and calls routed to IVR.)
First Call Resolution	98% of all calls will be resolved at first point of contact.
Prior Authorizations	Promptly review and respond to request for prior approval for specific drugs following receipt of all required information, but in any case will respond in no more than two (2) business days.
Plan Participant Written Inquiry Timeliness	95% of all Plan Participant written inquiries will be responded to and resolved within five (5) business days and 100% within fifteen (15) business days.
Plan Participant Satisfaction Survey	Satisfaction rate must be 85% or greater, using metrics mutually agreed by Contractor and OGB prior to January 1, 2017.

OGB Satisfaction Survey	Satisfaction rate must be 85% or greater, using metrics mutually agreed by Contractor and OGB prior to January 1, 2017.
Standard Reporting	Deliver within the specified timeframe standard financial and clinical reports detailed in the deliverables section.
Benefit Plan Review	Conduct an annual benefit plan review forty-five (45) days prior to effective date of any plan benefit changes, i.e. co-payments, coinsurance, clinical rules, etc.
Plan Participant Identification Card Timeliness	Issue at least 99% of all new Plan Participant identification cards within four (4) business days following receipt of a clean eligibility file.
Reporting Requirements	Provide OGB all reports specified in Attachment II: Scope of Services of this RFP within the specified timeframes. Additionally, Contractor must prepare a written summary analysis and orally present results to OGB annually.
On-site Pharmacy Audits	At least 3% of pharmacies with greater than 150 OGB Plan Participant prescriptions will be audited on-site on a quarterly basis.
Point-of-Sale Network System Downtime	System downtime will be 0.5% or less, measured monthly.
Eligibility Processing Accuracy	100% of electronically transmitted eligibility processed accurately within one (1) business day without error.
Reconciliation/True-up Payments	Payment of all financial settlements (i.e. performance guarantees, Formulary guarantee true-up, generic guarantees, rebates, etc.) to OGB within ninety (90) days from the close of each reporting period.

EGWP

Metric	Performance Standard
Implementation	
Implementation Satisfaction Survey	Provide an implementation satisfaction guarantee that is separate from all other guarantees. The guarantee will be at the sole discretion of OGB, meaning OGB can determine, in good faith, a "yes" or "no" if they were satisfied with the implementation, or a percentage of satisfaction.
Pre-Implementation Audit	Complete the pre-implementation audit, including follow up test claims, at least ten (10) days prior to the established implementation date.

Post Implementation	
Pharmacy Network Disruption	At least 98% of Plan Participants shall reside within 1.5 miles of a network pharmacy for urban areas, within three (3) miles for suburban areas, and ten (10) miles for rural areas.
Retail Direct Reimbursement Claims	100% of retail direct reimbursement claims processed for payment or rejected and responded to within five (5) business days.
Retail Point-of-Sale Claims Adjudication Accuracy	Adjudication accuracy rate of at least 99.5% for all claims processed at point of sale.
Mail Order Turnaround for Prescription Drugs Requiring No Intervention	99% of mail orders for prescription drugs requiring no intervention (i.e., clinical verification, prior authorization, etc.) will be shipped within two (2) business days. (Measured in business days from the date the prescription drug claim is received by the vendor either paper, phone, fax or e-prescribed.)
Mail Order Turnaround for Prescription Drugs Requiring Administrative/Clinical Intervention	100% of mail orders for prescription drugs requiring administrative/clinical intervention will be shipped within five (5) business days.
Mail Order Dispensing Accuracy	99.8% or greater accuracy of mail order prescriptions dispensed with no errors.
Wait Time for Pharmacist/Clinical Support Supervisor	100% of Plan Participant calls that are transferred to a pharmacist or supervisor will be answered within five (5) minutes.
Specialty Pharmacy Dispensing Accuracy	99.8% or greater of specialty pharmacy prescriptions filled with no errors.
Specialty Adherence Rate	Adherence rate for patients using specialty pharmacy of at least 90%. Conditions to be measured include, but are not limited to, Rheumatoid Arthritis, Multiple Sclerosis, and Hepatitis C. Conditions will be measured for each condition separately.
Average Speed to Answer	On average 100% of calls will be answered by a live voice within twenty (20) seconds or less. The amount of time that elapses between the time a call is received into a Plan Participant service queue to the time the phone is answered by a CSR. Measurement excludes calls routed to IVR.
Abandoned Call Rate	2% or less of calls will be abandoned before call is answered by CSR. (Measurement excludes calls abandoned within the first thirty (30) seconds and calls routed to IVR.)

First Call Resolution	98% of all calls will be resolved at first point of contact.
Prior Authorizations	Promptly review and respond to request for prior approval for specific drugs following receipt of all required information, but in any case will respond in no more than two (2) business days.
Plan Participant Written Inquiry Timeliness	95% of all Plan Participant written inquiries will be responded to and resolved within five (5) business days and 100% within fifteen (15) business days.
Plan Participant Satisfaction Survey	Satisfaction rate must be 85% or greater, using metrics mutually agreed by Contractor and OGB prior to January 1, 2017.
OGB Satisfaction Survey	Satisfaction rate must be 85% or greater, using metrics mutually agreed upon by Contractor and OGB prior to January 1, 2017.
Standard Reporting	Deliver within the specified timeframe standard financial and clinical reports detailed in the deliverables section.
Benefit Plan Review	Conduct an annual benefit plan review forty-five (45) days prior to effective date of any plan benefit changes, i.e. co-payments, coinsurance, clinical rules, etc.
Plan Participant Identification Card Timeliness	Issue at least 99% of all new Plan Participant identification cards within four (4) business days following receipt of a clean eligibility file.
Reporting Requirements	Provide OGB all reports specified in Attachment II: Scope of Services of this RFP within the specified timeframes. Additionally, Contractor must prepare a written summary analysis and orally present results to OGB annually.
On-site Pharmacy Audits	At least 3% of pharmacies with greater than 150 OGB Plan Participant prescriptions will be audited on-site on a quarterly basis.
Point-of-Sale Network System Downtime	System downtime will be 0.5% or less, measured monthly.
Eligibility Processing Accuracy	100% of electronically transmitted eligibility files processed accurately within one (1) business day without error.
Reconciliation/True-up Payments	Payment of all financial settlements (i.e. performance guarantees, Formulary guarantee true-up, generic guarantees, rebates, etc.) to OGB within ninety (90) days from the close of each reporting period.

ATTACHMENT III: SAMPLE CONTRACT

On this _____ day of _____, 2016, the State of Louisiana, Office of Group Benefits, 1201 N. 3rd Street, Suite G-159, Baton Rouge, LA 70802, hereinafter sometimes referred to as the "OGB", and (Contractor Name), (Address), 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

(Contractor Name) shall provide Pharmacy Benefit Manager ("PBM") services to support certain self-funded plans offered by OGB. These services shall include, at minimum, all services specified in Section 1.2 and the attachments referenced therein.

1.2 STATEMENT OF WORK

The Statement of Work consists of the following and/or any subsequent addendum:

- Attachment I: See RFP Attachment II: Scope of Services
- Attachment II: See RFP Attachment IV: Business Associate Addendum
- Attachment III: See RFP Attachment VI: Technical Questionnaire
- Attachment IV: See RFP Attachment X: Cost Proposal Template
- Attachment V: See RFP Attachment XI: Record Retention Schedule
- Attachment VI: See RFP Attachment XII: Imaging System Survey Compliance and Records Destruction

1.3 GOALS AND OBJECTIVES

1. To fulfill OGB's delegated responsibility to serve the State of Louisiana by managing prescription drug cost and utilization while improving the quality of health for those served by OGB.
2. To provide quality, cost-effective healthcare services to Plan Participants.

1.4 PERFORMANCE MEASURES

The performance of the Contract will be measured by the OGB Contract Supervisor. RFP Attachment II: Scope of Services, and/or any subsequent addendum including performance criteria and corresponding monetary penalties for Contractor's failure to comply with the identified criteria in Section 3.6 Performance Guarantees. The OGB Contract Supervisor is authorized to evaluate the Contractor's performance against these criteria.

1.5 MONITORING PLAN

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

1. The Contractor will submit various monthly, quarterly, semi-annual, and annual reports to the Contract Supervisor as specified in RFP Attachment II: Scope of Services.
2. The Contract Supervisor will work to ensure all deliverables are submitted timely and perform subsequent review and acceptance.
3. The Contract Supervisor will provide oversight of the implementation of the Scope of Services to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of OGB.

1.6 PROJECT MANAGEMENT

Project Management is as follows:

- A. Account Management Team.** Contractor will provide an Account Management Team for the duration of the engagement including a dedicated Account Executive, Implementation Manager, Employer Group Waiver Plan/Retiree Manager, Operational Account Manager, Clinical Program Manager, Clinical Pharmacy Manager (must be a resident of Louisiana), Financial Analyst, Analytics and Data Lead, Privacy Officer, and Customer Service Manager. The Account Executive must have at least one (1) back-up staff member designated to handle the overall responsibility of OGB.
- B. Substitution of Key Personnel.** In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to projects outside this Contract, outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in providing services. When possible, Contractor will give OGB a minimum of sixty (60) days advance notice of any changes in OGB's Account Management Team, and a description of the training requirements for new team members. Reasonable exceptions would apply in situations beyond Contractor's control (i.e., resignation/termination with less than 60 days' notice). OGB reserves the right to request changes to any of the assigned personnel based on unsatisfactory performance levels as determined by OGB. Additionally, OGB will be provided with the opportunity to interview any new team member(s).
- C. Account Management Team Support.** The Account Management Team will provide support around account strategy, Plan Participant inquiries, issue resolution, reports and other requested projects and deliverables. Contractor will provide an annual service cycle plan as well as an ongoing task log with timelines for all deliverables and weekly status update meetings in person or via teleconference.
- D. Quarterly Meetings.** All of the Account Management Team will attend all on-site quarterly meetings at OGB. The meetings shall be held no later than thirty (30) days following quarter end. The Account Management Team will provide for OGB approval a draft agenda at least ten (10) business days in advance of a meeting to allow changes to the agenda and a reasonable opportunity to prepare for the meeting. At minimum, during the quarterly meeting, the Account Management Team should discuss the following: goals, expectations and priorities; review the quarterly report and other issues such as performance guarantees, quality assurance, operations,

network pharmacy status and access; benefit and program changes or enhancements; legislative issues; audits; cost trends; utilization; program outcomes; customer service issues; future goals and planning; and other issues reasonably related to the Contract.

- E. Minutes.** Within three (3) business days after any meeting, Contractor shall provide OGB with detailed and well-documented draft meeting minutes. OGB shall review and revise the draft minutes as appropriate and return to the Contractor. Final minutes must be provided within three (3) business days after receipt of the revised minutes from OGB. Minutes shall include a list of and description of all tasks and/or deliverables, identify the responsible party, and provide a projected delivery date.
- F. Documentation.** Contractor will maintain an ongoing process log that will document all benefit and system programming changes, which will be provided to OGB within five (5) business days of any change.
- G. Coordination with other OGB Vendor(s).** Contractor will coordinate and cooperate with OGB's other administrative services provider(s) for OGB's self-insured medical plans, actuary, and other vendors as needed on integration of information to or from other service providers relative to the services addressed in this Contract.

1.7 DELIVERABLES

The Contract will be considered complete when Contractor has delivered and OGB has accepted all deliverables specified in the Contract.

1.8 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.

2 DEFINITIONS

Account Management Team – Denotes Contractor's staff assigned to OGB which shall include an Account Executive, Implementation Manager, Employer Group Waiver Plan ("EGWP")/Retiree Manager, Operational Account Manager, Clinical Program Manager, Clinical Pharmacy Manager (must be a resident of Louisiana), Financial Analyst, Data and Analytics Lead, Privacy Officer and Customer Service Manager.

AWP – Denotes the Average Wholesale Price.

Brand – Denotes a product that is being marketed post patent expiration by the original manufacturer and is subject to generic competition.

Brand Drug – Denotes a prescription drug that is protected by a patent, supplied by one company and marketed under the manufacturer's brand name or a multi-source Brand product which was once a Brand product.

CDHP – Denotes a Consumer Driven Health Plan.

CMS – Denotes the Centers for Medicare and Medicaid Services.

COB – Denotes the Coordination of Benefits.

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

Covered Benefit(s) – Denotes outpatient drugs (including those that under state or federal law require a prescription, or over the counter drugs), products, services, or supplies made available as a covered benefit to Plan Participants as set forth in the Plan.

CSR – Denotes a Customer Service Representative.

DAW – Denotes prescription drugs dispensed as written.

DEA – Denotes Drug Enforcement Administration.

DUR – Denotes a Drug Utilization Review.

DMR – Denotes a Direct Member Reimbursement.

EGWP – Denotes an Employer Group Waiver Plan.

EOB – Denotes an Explanation of Benefits.

ERRP – Denotes the Early Retiree Reinsurance Program.

FDA – Denotes the Federal Drug Administration.

Formulary – Denotes the list of prescription drugs that are considered as Covered Benefits. The Formulary may contain preferred and non-preferred tiers.

Generic Drug – Denotes any drug that is not a Brand.

HICN – Denotes the Health Insurance Claim Number.

HIPAA – Denotes the Health Insurance Portability and Accountability Act.

Identification Cards (“ID Cards”) – Denotes printed identification cards containing specific information about the Covered Benefits to which Plan Participants are entitled. All ID Cards shall have the applicable pharmacy network logo or other method, agreed upon by both parties in writing, of identifying the fact that the Contractor is the PBM.

IVR – Denotes Interactive Voice Response, an automated telephony system that interacts with callers, gathers information and routes calls to the appropriate recipients.

MAC – Denotes the Maximum Allowable Cost.

NDC – Denotes the National Drug Code.

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

OTC – Denotes Over The Counter drugs.

PBM – Denotes the Pharmacy Benefit Manager.

PDP – Denotes a CMS approved Prescription Drug Plan.

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

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

PPACA – Denotes the Patient Protection and Affordable Care Act.

Proposal – Denotes a response to a request for proposals.

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

RFP – Denotes a Request For Proposals.

ROI – Denotes a Return On Investment.

Shall, Must, Will – Denotes a mandatory requirement.

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

U&C – Denotes Usual and Customary.

3 ADMINISTRATIVE REQUIREMENTS

3.1 TERM OF CONTRACT

This Contract shall become effective on January 1, 2017 and shall end on December 31, 2019. With all proper approvals and concurrence with the Contractor, OGB may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms, and conditions of the initial Contract term. Subsequent to the extension of the Contract beyond the initial thirty-six (36) month term, all prior approvals as required by law shall be obtained. Written evidence of such approval shall be submitted, along with the Contract amendment to the appropriate state office to extend the Contract term beyond the initial three (3)-year term. The term of the Contract with any extensions shall not exceed five (5) years.

Notwithstanding any other provision of this Contract, this Contract and any amendments thereof shall not become effective until approved as required by statutes and regulations of the State of Louisiana.

3.2 OGB FURNISHED RESOURCES

OGB shall appoint a Contract Supervisor for this Contract who will provide oversight of the activities conducted hereunder. The assigned Contract Supervisor shall be the principal point of contact on behalf of OGB and will be the principal point of contact for the Contractor concerning Contractor’s performance under this Contract. OGB will be responsible for providing the File Layout and Specifications.

3.3 TAXES AND FEES

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

Any applicable sales, use, or other similarly assessed and administered tax imposed on items dispensed, or services provided hereunder, or any other amounts Contractor may incur or be required to pay arising from or relating to performance of service under this Contract will be the responsibility of OGB, including taxes, assessment, and/or similar fees imposed on pharmacies by a governmental authority based upon the provision of Covered Benefits to Plan Participants. If a Contractor or a pharmacy is legally obligated to collect and remit sales, use, or other similarly assessed and administered taxes or fees related to the processing of OGB's claims or services provided hereunder in a particular jurisdiction, the tax or other amount will be reflected on the applicable invoice submission to OGB.

3.4 PAYMENT TERMS

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of \$[TO BE INSERTED] for the term of the Contract. Payments are predicated upon successful completion and written approval by OGB of the described services and deliverables as provided in the RFP, Attachment II: Scope of Services. Contractor will only be paid for services actually rendered and will not be paid more than the maximum amount of the Contract.

Claims Payments. OGB will not provide advance funding for payment of claims. The Contractor shall submit weekly invoices for reimbursement of claims no later than 12:00 p.m. CST on the established billing day, with an accompanying check register (claims disbursements) showing all paid claims and any other supporting documentation necessary to substantiate invoiced costs. Separate invoices shall be prepared with respect to claims for each Plan offering. Upon receipt and validation of each claims invoice, OGB shall wire the undisputed amount within seven (7) business days of receipt. If the invoice(s) and electronic check register(s) do not reconcile, payment of the disputed amount will be made within seven (7) business days of successful reconciliation. If OGB questions the amount, OGB will notify the Contractor of its questions regarding said amount, and Contractor shall make a reasonable effort to respond to such questions within five (5) business days. No payments will be made by OGB on banking or State holidays.

Contractor may not suspend or fail to render payments to participating pharmacies or to OGB Plan Participants within the timeframes provided by applicable law because of non-payment or late payment by OGB. Such payments by Contractor shall not constitute a waiver of any of Contractor's remedies with respect to non-payment. Should Contractor fail to make payments within the timeframes provided by applicable law, Contractor shall be liable to OGB for any penalties or fees that OGB may incur as a result of such inaction by Contractor.

Administrative Fees. Contractor will invoice OGB for all fees and charges earned by Contractor set forth in RFP Attachment X: Cost Proposal Template, which may be included on the same invoice as claims payments or reflected in a separate invoice. Upon receipt and validation of Contractor's invoice for administrative fees, OGB shall pay undisputed fees by wire transfer within seven (7) business days of receipt. Any monthly fees will be charged the month following the month in which the service is provided. If OGB questions the amount, OGB will notify the Contractor of its questions regarding said amount, and Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

3.5 PERFORMANCE BOND

Unless issuance of such bond is against applicable law, Contractor shall provide a performance (surety) bond in an amount agreed upon by OGB of no more than one hundred percent (100%) of the annual contracted administrative fees (all contracted costs excluding claim reimbursements) to ensure the successful performance under the terms and conditions of the Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved companies which is published annually in the Federal Register, or by a Louisiana-domiciled insurance company with at least an A-rating to write individual bonds up to ten percent (10) of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

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

3.6 PERFORMANCE GUARANTEES

Contractor agrees to provide its operational performance guarantees on a client-specific basis and report OGB's results on a quarterly basis. OGB shall have the ability to modify the performance guarantees each contract year; however, \$10 per Plan Participant will remain at risk. OGB, at its sole discretion, will allocate amounts at risk for performance guarantees, provided no more than thirty (30%) of the total amount at risk is allocated to one performance guarantee excluding financial guarantees (i.e., AWP discounts, dispensing fees, rebates, etc.).

All guarantees must be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of the calendar year. Implementation performance guarantees will be measured and reported within ninety (90) days after the agreed upon implementation date. Payment of any due and owing implementation performance penalty shall be paid within sixty (60) days of notification of the penalty to the Contractor.

Performance Guarantees: The Contractor will be subject to negotiated performance standards and those detailed in RFP Attachment II: Scope of Service, subject to a maximum penalty of \$10 per Plan Participant (i.e., employee + spouse + dependent = 3 Plan Participants).

Financial guarantees will be covered dollar for dollar on any shortfall with no limit to the amount at risk. Any surplus on financial guarantees will be retained 100% by OGB. In addition, the amount at risk will be the full value of the missed performance, not a calculation of OGB's net plan cost impact. All guarantees will be trued up individually, meaning no guarantees can be cross-subsidized (i.e., surplus on one guarantee offsetting other, etc.). This includes no cross-subsidization between delivery channels, or within a delivery channel. Note: Retail and retail extended supply networks are considered separate delivery channels.

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

Measurement Periods: The first period to be measured shall be January 1, 2017 through December 31, 2017. The second period will be for calendar year 2018, and the third period for calendar year 2019. The fourth period, subject to the renewal option, will be for calendar year 2020, and the fifth period, subject to the renewal option, will be for calendar year 2021. If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

OGB 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 OGB shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which in OGB's opinion cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, OGB may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such default notice. Failure to perform within the time agreed upon in the Contract or the notice or failure to comply with the statutory obligations 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 OGB to comply with the terms and conditions of this Contract provided the failure of OGB does not result from force majeure or fault of Contractor, its agents, or representatives, and further provided that the Contractor shall give OGB written notice specifying OGB's failure and a reasonable opportunity for OGB to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

OGB 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 Louisiana Legislature to fulfill the requirements of the Contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced or eliminated 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

- (a) Contractor shall be fully liable for the actions of its agents, employees, partners and subcontractors and shall fully protect, defend, indemnify, save, and hold harmless the OGB, its officers, trustees, employees, servants, subcontractors, agents, and volunteers from any and all losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorney's fees), and other liabilities of every name and description relating to personal injury, violation of or failure to comply with any state or federal law, regulation, or other legal or Contract mandate, and damage to real or personal tangible property to the extent caused by Contractor, its agents, employees, partners or subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due solely to the negligent act or failure to act of the OGB.
- (b) Contractor shall fully protect, defend, indemnify, save, and hold harmless the OGB, its officers, trustees, employees, servants, subcontractors, agents, and volunteers from and against all adverse federal and state tax consequences, loss, liability, damage, expense, attorney's fees or other obligations resulting from, or arising out of, any act or omission by Contractor in connection with other obligations resulting from or arising out of any premium charge, tax, or similar assessment by federal, state, and local governmental authorities, for which the Contractor is liable.
- (c) If applicable, Contractor will protect, defend, indemnify, save, and hold harmless, the OGB, its officers, trustees, employees, servants, subcontractors, agents, and volunteers, from and against all losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorney's fees), and other liabilities of every name and description which may be assessed against the OGB, its officers, trustees, employees, servants, subcontractors, agents, and volunteers 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, in relation to this Contract provided that the OGB 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) reasonable 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 OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, 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.
- (d) The Contractor shall not be obligated to indemnify that portion of a claim or dispute resulting solely from: i) the unauthorized modification or alteration of a product, material or service by the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers; ii) the use by the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers of the product, material, or services in combination with other products not furnished by Contractor; or, iii) the use of the product, material, or service in other than the specified operating conditions and

environment by the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers.

- (e) The Contractor agrees to indemnify and hold OGB harmless from all claims for damages relating to the Contractor's negligence, including any claims relating to the failure of the Contractor to provide services as specified in this Contract due to financial hardship or insolvency.
- (f) In addition to the foregoing, if the use of the product, material, or service or part(s) thereof shall be enjoined for any reason or if Contractor believes that such use may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the exclusive remedy of the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, to take action in the following order of precedence: (i) to procure for the OGB the right to continue using such the product, material, or service or part(s) thereof, as applicable; (ii) to modify the product, material, or service so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) to replace the product, material, or service 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, provide monetary compensation to the OGB.
- (g) The OGB may, in addition to other remedies available to the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, fines, penalties, judgments, assessments, expenses, obligations (including attorney's fees), and other liabilities asserted by or against the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, for which Contractor owes indemnification and defense pursuant to this Section.

6 FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. Whether a delay or failure results from a force majeure is ultimately determined by OGB based on a review of all facts and circumstances. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

7 CONTRACT CONTROVERSIES

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

8 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.

9 ASSIGNMENT

Contractor shall not assign or transfer any interest in this Contract by assignment, transfer, novation, or any other means without prior written consent of OGB. 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 the Contract without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to OGB.

10 RIGHT TO AUDIT

The State Legislative Auditor, federal auditors, internal auditors of the Division of Administration and its designated agents, OGB, or others so designated by OGB reserve the right to inspect and review all accounts, procedures, matters, and records directly pertaining to the Contract for a period of five (5) years after final Contract payment or such longer period as required by applicable state and federal law. Records, including direct read access to databases and all tables, shall be made available during normal business hours for this purpose.

The Contractor must also allow OGB the right to hire an independent third-party auditor, if OGB deems necessary, to review all accounts, procedures, matters, and records, and Contractor shall provide access to all files, information system access, and space access upon request of OGB for the party selected to perform the indicated audit.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within thirty (30) days thereafter issue a remittance to OGB of any payments declared to be improper or beyond the scope of the Contract. OGB may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

10.1 RECORD OWNERSHIP

All records, reports, documents, or other material related to this Contract, delivered or transmitted to the Contractor by OGB and/or obtained or prepared by Contractor in connection with the performance of the services under the Contract shall become the property of OGB and are referred to herein as "Records."

Contractor agrees to retain all Records in accordance with all Louisiana and federal laws and regulations. Further, Contractor agrees to retain all Records in accordance with OGB's official retention schedules (the "Schedules"), Attachment XI, until such time as the Records are returned to OGB or other disposition is agreed. In the event the applicable law and the Schedules contain different retention periods, the Records shall be kept for the longer period. The Records shall be in a format and media as required by law or as agreed upon by the parties in writing if allowed by law. The Schedules in place as of the effective date of this Contract are contained in RFP Attachment XI, Record Retention Schedule, and may be amended from time to time as deemed necessary by OGB. To further ensure compliance

with the Schedules and Louisiana retention laws and rules, Contractor agrees to abide by the processes outlined in RFP Attachment XII, Imaging System Survey Compliance and Records Destruction. Contractor shall return the Records to OGB, at Contractor's expense, within seven (7) days of request or in the specific instance of termination or expiration of the Contract, within sixty (60) days after the termination or expiration of this Contract, and shall retain no copies of the Records unless required by law.

10.2 CONTRACTOR'S COOPERATION

The Contractor has the duty to fully cooperate with OGB and provide any and all requested information, documentation, etc. to OGB when requested. This applies even if the Contract is terminated and/or litigation ensues. Specifically, the Contractor shall not limit or impede the State's right to audit, or withhold Records.

11 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.

12 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to OGB's operations or information and documents which are otherwise made available or become available to the Contractor in the scope of carrying out this Contract are designated confidential and 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 OGB. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available through no fault of Contractor, its agents, or representatives, 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 without breach of this Contract.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this Contract without prior express written approval of OGB.

12.1 DUTIES TO MONITOR AND REPORT SECURITY BREACH OR UNAUTHORIZED RELEASE, USE OR RELEASE OF INFORMATION

The Contractor and its subcontractors/vendors shall implement monitoring plans to detect unauthorized access to or use of confidential information and any attempts to gain unauthorized access to confidential information. The Contractor and its subcontractors/vendors shall provide the Contract Supervisor with immediate notification (not more than twenty-four (24) business hours) of the Contractor's awareness of any Security Incident ("Security Incident") involving confidential information. The reference to Security Incident herein may include, but not be limited to, the following: successful attempts at gaining unauthorized access to confidential information or the unauthorized use of a system for the processing or storage of confidential information, or the unauthorized use or disclosure, whether intentional or otherwise, of confidential information.

In the event of unauthorized access to or disclosure of information, the Contractor shall consult with the OGB regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident. Contractor shall also provide assistance performing a risk assessment of any Security Incident that occurs if requested by OGB.

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

12.2 THIRD PARTY REQUESTS FOR RELEASE OF INFORMATION

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

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

13 SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor’s duties and obligations, with the express prior written approval of OGB. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to OGB for any breach or deficiency in the performance of the Contractor’s duties. The Contractor will be the single point of contact for all subcontractor work. The Contractor shall require subcontractors who are performing any key internal control to undergo independent assurance project/program review.

14 COMPLIANCE WITH LAWS

The Contractor must comply with all applicable laws while providing services under this Contract. Specifically, 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 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 its

subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for immediate termination of this Contract.

15 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 Workers' Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the insurance company, shall be filed with the OGB for approval. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the OGB before work is commenced. The Contractor must provide OGB thirty (30) days' prior written notice of any cancellation or reduction in coverage for any such insurance.

Compensation Insurance: The Contractor shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Contractor's employees. In case any class of employees engaged in work under the Contract 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.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect it, and the OGB, its officers, trustees, employees, servants, and/or agents, from losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorney's fees), and other liabilities relating to personal injury, violation of or failure to comply with any state or federal law, regulation, or other legal mandate, and damage to real or personal tangible property to the extent caused by Contractor, its agents, employees, partners or subcontractors, and which may arise from operations under the Contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such manner as to impose liability on the OGB, its officers, trustees, employees, servants, and/or agents. Such insurance shall name the OGB, its officers, trustees, employees, servants, and/or agents as additional insureds. The amount of coverage shall be as follows: Commercial General Liability insurance with policy limits of not less than \$1,000,000 per occurrence and in the aggregate, and Umbrella Liability insurance with policy limits of not less than \$5,000,000 per occurrence and in the aggregate. Further, Contractor shall maintain professional and cyber liability insurance with policy limits of not less than \$1,000,000 per occurrence and a minimum aggregate of \$2,000,000 for the purpose of providing coverage for claims arising out of the performance of its services under this Contract.

Owned, Non-Owned and Hired 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 owned, non-owned, and hired motor vehicles engaged in operations within the terms of the Contract, unless such coverage is included in insurance elsewhere specified.

16 APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736, to the extent federal law does not preempt; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP and addenda; and this Contract; and any amendments issued thereto by OGB (collectively referred to as the “Law”). After exhaustion of any available administrative remedies, venue of any action brought with regard to this Contract shall be in the Nineteenth (19th) Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

17 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 parties in the performance of services called for in this Contract. The Contractor agrees to immediately notify the OGB if violations or potential violations of the Code of Governmental Ethics by or through Contractor arise at any time during the term of this Contract.

18 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.

19 INDEPENDENT ASSURANCES

The Contractor shall submit, and cause its subcontractors to submit, to certain independent audits to ascertain that processes and controls related to the contracted service are operating properly. Independent assurances may be in the form of a Service Organization Control (“SOC”) 1, Type II and/or SOC 2, Type II report resulting from an independent annual SSAE 16 engagement of the operations. The SSAE 16 engagement will be performed at least annually by an audit firm that will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. The audit firm that will conduct the SSAE 16 engagement will submit a final report on controls placed in operation for the project and include a detailed description of the audit firm’s tests of the operating effectiveness of controls. The Contractor shall supply OGB with an exact copy of the SOC report resulting from the SSAE 16 engagement within the specified timeframe.

As an alternative to a SSAE 16 engagement and resulting SOC 1, Type II and/or SOC 2, Type II report, if approved by OGB, the Contractor may provide other assurances of financial and operational viability of the outsourced program including testing of the policies and procedures placed into operation, by submitting a quality control plan [such as third party Quality Assurance (QA), an Independent Verification and Validation (IV&V)]; or, any other financial and performance audits from outside companies.

The cost of such independent assurances will be borne by the Contractor. Such independent assurances shall be performed at least annually during the term of the Contract. Contractor may review any audit report before delivery to the OGB and include with the report a

23 ORDER OF PRECEDENCE

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

24 BUSINESS ASSOCIATE ADDENDUM

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

OGB is, but Contractor and its subcontractors are not a "Covered Entity" under HIPAA/HITECH. For the purposes of this Contract, Contractor is deemed to be a "Business Associate" of OGB as such term is defined in the Privacy Standard of the Federal Register, published on December 28, 2000, and the parties have executed a Business Associate Addendum attached to this Contract as RFP Attachment IV, and made a part of this Contract. The parties understand and agree that if additional agreements are required to be compliant as required under HIPAA and Law, the parties will execute such agreements in a timely manner. Contractor agrees that its processes, systems and reporting, will be in full compliance with federal and state requirements, including but not limited to the HIPAA, through the term of the Contract; any fines or penalties imposed on any party related to Contractor's non-compliance will be the sole responsibility of Contractor. Contractor requires its subcontractors' and any other vendors' processes, systems and reporting to be in full compliance with federal and state requirements, including but not limited to the HIPAA. Further, Contractor agrees that its organization, and that it requires that its subcontractors/vendors, will comply with all HIPAA regulations throughout the term of the Contract with respect to any issue related to the OGB Plans or Plan Participants, including but not limited to Plan Participant services, complaints, appeals determinations, notification of rights, and confidentiality. Contractor shall require all agreements with subcontractors include the provisions of this Section and any Attachments referenced herein. OGB shall be provided copies of such subcontractor agreements upon request.

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

25 COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

26 CONTRACTOR ELIGIBILITY

Contractor, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension" as set forth in 24 CFR Part 24. Contractor has a continuing obligation to disclose any suspensions, debarment, or investigations by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

27 CONTINUING OBLIGATIONS

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

28 MARKET CHECK PROVISION

OGB reserves the right to exercise a market check at any time during the Contract term to assess and verify the competitiveness of the pricing and other terms set forth in the Contract in comparison to that available in the marketplace at that time. OGB may designate a third party of its choosing that will compare the aggregate value of the upcoming Contract year pricing and other terms to what they may receive under a competitive procurement. Benchmarks chosen in the analysis shall be groups with similar plan design, membership and utilization patterns as OGB, to the extent possible. Should the comparison find current market conditions would yield greater than 1.0% savings, the parties will discuss in good faith a revision to the current pricing and other terms that will at least match the best offer in the marketplace and will go into effect the first day of the upcoming Contract year. If the parties are unable to reach agreement on revised pricing terms or other applicable provisions within sixty (60) days from the market check report, OGB may terminate the Contract without penalty (e.g., no loss of rebates earned but not yet paid) as indicated in Section 4.2.

29 PREFERRED CLIENT

OGB should be recognized as a preferred client relationship and should benefit from yearly pricing improvements provided to any other clients in Contractor's "book of business". Essentially, if Contractor offers better pricing to another client during the Contract term, OGB will benefit from the lesser pricing arrangement and receive the benefit of any offered enhancements.

30 CENTERS FOR MEDICARE AND MEDICAID SERVICES

Contractor shall make its books and records in connection with any Medicare business available to CMS and/or its designees in accordance with 42 CFR 423.504(d) and 42 CFR 423.505(d) and (e). In this regard, CMS and/or its designees shall have the right to audit, evaluate, and inspect any books, contracts, records, computer and/or other electronic systems, including medical records and documentation involving transactions related to the Plan

and/or Medicare business provided under this Contract (including coverage costs, low income subsidies, and privacy and security of PHI and other personally identifiable information, enrollment and disenrollment) and any additional relevant information that CMS may require, and these rights shall continue for a period of ten (10) years, or longer if required by CMS, from the final date of the Contract period or from the date of completion of any audit, whichever is later. CMS and/or its designees shall have direct access (i.e., on-site access) to the Contractor, and the Contractor will make such books, records, computer and/or other electronic systems, directly available to CMS and/or its designee(s) for such inspection, evaluation, and audit.

31 TRANSITION OF SERVICES AND DATA

Without minimizing Contractor's obligations under this Contract to perform run-on and run-off claim services for transition to and from another vendor, or otherwise, during any run-on period and prior to the end of the run-off period described in RFP Attachment II: Scope of Services, Contractor shall comply with the provisions of this Contract, and other requests of OGB, to accomplish a timely transition of services without interruption of services to Plan Participants. During any such transition, Contractor will provide all of the same Records and data in the same format as provided during the term of the Contract, to OGB or its designee. Contractor further agrees that no dispute or objection it may have regarding the propriety of any transition of services by OGB will relieve Contractor of these obligations.

(Signature page follows)

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

**STATE OF LOUISIANA,
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS**

CONTRACTOR

BY: _____

BY: _____

NAME: Susan T. West

NAME: _____

TITLE: Chief Executive Officer

TITLE: _____

DATE: _____

DATE: _____

ATTACHMENT IV: BUSINESS ASSOCIATE ADDENDUM

State of Louisiana, Division of Administration

Office of Group Benefits

HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the “Addendum”) is entered into effective the _____ day of _____, 2016 (the “Effective Date”), by and between _____ (“Business Associate”) and the State of Louisiana, Division of Administration, Office of Group Benefits, on behalf of itself and its affiliates, if any (individually and collectively, the “Covered Entity”) and adds to the Agreement or Contract dated _____, 20____, entered into between Covered Entity and Business Associate (the “Agreement”).

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

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

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

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

from the person or entity to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies the Business Associate of any instances of which it is aware or suspects in which the confidentiality of the PHI has been breached. In such case, Business Associate shall report such known or suspected breaches to Covered Entity as soon as possible and in accordance with timeframes set forth in this Addendum.

- (c) Business Associate, upon written request by Covered Entity, may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B). For purposes of this Section, Data Aggregation means, with respect to PHI, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analyses that relate to the health care operations of the respective Covered Entities.
- (d) Business Associate may de-identify any and all PHI created or received by Business Associate under this Agreement; provided, however, that the de-identification conforms to the requirements of HIPAA and in accordance with any guidance issued by the Secretary. Such resulting de-identified information would not be subject to the terms of this Addendum.
- (e) Business Associate may create a Limited Data Set, as defined in HIPAA, and use such Limited Data Set pursuant to a Data Use Agreement that meets the requirements of HIPAA.

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

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

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

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

subcontractor of Business Associate that will create, receive, maintain, or transmit PHI on behalf of Business Associate. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Addendum with respect to such PHI. Such agreements with Business Associates agents and subcontractors shall be provided to Covered Entity upon request and subject to audit hereunder.

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

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

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

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

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

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

14. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to Covered Entity, at its expense and

within sixty (60) days of the termination, all PHI owned by or belonging to Covered Entity as provided in the Agreement, and shall retain no copies of the PHI unless required by law. In the event that the law requires Business Associate to retain copies of PHI, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes required by law, for so long as Business Associate maintains such PHI. This provision includes, but is not limited to, PHI: (a) received from Covered Entity; (b) created or received by Business Associate on behalf of Covered Entity; and, (c) in the possession of subcontractors or agents of Business Associate. This provision includes PHI in any form, recorded on any medium, or stored in any storage system. In addition, the Business Associate shall return any books, records, or other documents required by the Agreement.

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

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

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

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

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

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

21. Changes in the Law. Covered Entity may amend either the Agreement or this Addendum, as appropriate, to conform to any new or revised federal or state legislation, rules, regulations, and records retention policies to which Covered Entity is subject now or in the future including, without limitation, HIPAA.

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

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

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

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS

CONTRACTOR

By: _____
Signature

By: _____
Signature

Susan T. West
Printed Name

Printed Name

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____

ATTACHMENT V: 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. OGB requests that the Proposer designate one person to receive all documents in relation to the RFP and the method in which the documents are best delivered to the designated person. Identify the contact name and fill in the information below (Print Clearly):

Date: _____ Official Contact Name/Title: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. Telephone Number with area code: () _____

D. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to OGB or Agencies to contact the designated person.

By its submission of this Proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is true and 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 ninety (90) days from the date of Proposer's signature below.
5. Proposer understands that if selected as the successful Proposer, he/she will have either twenty (20) business days to complete the Contract negotiation period or ten (10) business days from the date of delivery of final Contract in which to complete contract negotiations, if any, and execute the final Contract document.
6. Proposer certifies, by signing and submitting a Proposal for \$25,000 or more, that Proposer, any subcontractors, and the principals of each, 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> .)

Proposer Name: _____

Signature of Proposer's
Authorized Representative: _____

Typed or Printed Name: _____

Title: _____

Date: _____

Address: _____

City: _____ State: _____ Zip: _____

ATTACHMENT VI: TECHNICAL QUESTIONNAIRE

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

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

Note: Representations made by the Proposer in the responses provided below will become contractual obligations that must be met during the Contract term.

I. General Background

1. Provide a copy of your most recent financial rating and complete the table provided below.

Rating Agency	Current Rating	Date of Rating	Prior Rating	Date of Rating
A.M. Best				
Dunn and Bradstreet				
Fitch				
Moody's				
Standard & Poor's				
Weiss				

2. Complete the following table with information reflecting your book of business with group plan administration:

Group Plan Administration	Total Number
Currently Administered	
Terminated in the Past 24 Months	
Currently Administered in Louisiana	
Terminated within the Past 24 Months in Louisiana	

3. Complete the following table with information reflecting your 2015 book of business with self-funded plans:

Plan Sponsor	Total Number of Clients	Total Covered Lives	Number of Paid Claims	Retention Rate
Commercial				
Government/Public Sector				
EGWP				

4. Provide a distribution of employer clients by number of Participants in the following categories on your entire current book of business.

Employer Size (Number of Employees/Retirees)	Number of Accounts	Number of Covered Lives	Number of Claims	Total Claim Dollars Paid Annually
Less than 1,000				
1,000 – 4,999				
5,000 – 9,999				
10,000 – 49,999				
50,000 – 99,999				
100,000 – 249,999				
250,000 or more				

5. Are you currently in the process of any system conversions (i.e., adjudication platform, reporting tools including web-based, phone, clinical, mail order, website, etc.)? If yes, which systems and when is completion expected?
6. Provide the date (month and year) of the last major system revision (i.e., adjudication platform, reporting tools including web-based, phone, clinical, mail order, website, etc.), how long it took to implement, and describe the type of revision or enhancement to each system.
7. Are there any major changes, upgrades, or modifications of your systems scheduled in the next thirty-six (36) months? If yes, describe your product changes (i.e., enhancement, upgrades, etc.), processes and procedures, and implementation schedule.
8. List all entities or persons to which you intend to subcontract any work required under this Contract or utilize in connection with providing services to OGB. Subcontractors should include, but not be limited to, any third-party mail order pharmacy, third-party specialty drug pharmacy, re-packager, rebate aggregator, call center, service center, and/or pharmacy auditor.

9. Provide an overview of your top three (3) cost containment initiatives scheduled for implementation during the life of this proposed Contract that could align with OGB's population and Plan design. For each initiative, provide details on how the program works or will work, impact to the Plan Participant, and how OGB would benefit from this initiative.
10. Provide an overview and the resources assigned to the steps your organization is taking to comply with HIPAA regulations. Identify the name and title of the individual within your organization responsible for HIPAA compliance.
11. Confirm that all employees in your organization have been HIPAA trained and trained on how to report a HIPAA security incident or potential breach.
12. What is the latest date you would be comfortable beginning the implementation of OGB's business?
13. Confirm that you will accept eligibility files in OGB's standard format and will support any customized files at no additional cost.
14. Confirm that you will provide an implementation credit to OGB in the amount of \$5 per Plan Participant to offset OGB's expenses associated with this RFP, transition, and ongoing services. These allowances may be used to fund implementation support provided by OGB or a third party.
15. Confirm that you will support a pre-implementation audit funded by the implementation credit.
16. Confirm that you will provide a \$0.40 per subscriber per month budget to be used at the direction and discretion of OGB toward transparency and validation initiatives such as third-party auditing, program review, and external reporting.
17. Confirm that you will provide a full claims file feed to all vendors as requested by OGB at no additional cost and in the format specified by OGB.
18. Confirm that you will allow for implementation of new strategic and cost containment programs in each year of the Contract as they are developed and rolled out to other populations serviced by your organization.
19. What is the cure period allowed for late payments?
20. OGB has the right to audit any data necessary to ensure your firm is complying with all Contract terms and guarantees, which includes but is not limited to the following: 100% of pharmacy claims data, pharmaceutical manufacturer and wholesaler agreements, mail and specialty pharmacy contracts to the extent they exist with other vendors, approved and denied utilization management reviews, clinical program outcomes, appeals,

information related to the reporting and measurement of performance guarantees. Confirm agreement.

II. Account Management

1. Is there a reporting system that is available to OGB for use via the Internet for standard and ad hoc reporting? If not, an allowance must be provided to establish a data warehouse.
2. Provide name, title, and immediate superior of the Account Executive assigned to OGB and indicate how the organization evaluates the performance of this individual when considering compensation for the relevant period.
3. Provide the location of the office that will manage the OGB account.
4. Confirm that OGB will have the ability to request a change in any of the assigned personnel and teams based on unsatisfactory performance levels as determined by OGB. In addition, OGB will be provided the opportunity to interview any new team member(s).
5. Confirm that your entire Account Management Team will be in attendance (in person) at all quarterly OGB meetings unless an absence is pre-approved by OGB.

III. Administration

1. Provide sample Plan Participant communications materials, including request letters for clinical programs, switching programs, and explanation of benefits (“EOBs”).
2. Provide a detailed utilization management program list, including specific drug names in each program.
3. Provide a detailed description of how your organization determines which drugs are preferred versus non-preferred.

4. Identify which of the following are performed at the point of service:
 - a) Ineligible Plan Participant
 - b) Ineligible Drug
 - c) Incorrect Average Wholesale Price (“AWP”)
 - d) Usual, Customary, Reasonable (“UCR”) input
 - e) Duplicate Prescription
 - f) Refill too soon
 - g) Incorrect Dosage
 - h) Prescription Splitting
 - i) Drug Interactions
 - j) Over Utilization
 - k) Under Utilization
 - l) Coordination of Benefits (“COB”)
 - m) Drug is inappropriate for the patient due either to age or sex
 - n) Other (specify)
5. Describe the methods currently in place to influence prescribing behavior of physicians, if any. Does OGB have the option to opt-in or opt-out of these programs?
6. Describe how the Proposer will monitor and increase Plan Participant’s prescription compliance.
7. What is the process for handling a non-preferred drug claim?
8. How will the mix between retail and mail order prescriptions be optimized?
9. Describe the programs implemented to expedite conversion to newly-released generic medications. Provide examples.
10. How are out-of-network claims processed?
11. Do you currently have e-prescribing capabilities? If yes, describe the process. If not, describe any future plans for implementing e-prescribing capabilities.
12. Confirm that OGB has the right to accept or reject any and all Formulary changes.
13. Confirm that OGB has the right to accept or reject any and all clinical programs.
14. Confirm that OGB (and any selected audit firm of choice) will have full audit rights, including, but not limited to the following: conducting an on-site audit of 100% of all claims each year of the Contract, on-site rebate contract review, clinical management programs, operational assessments, performance guarantees, etc.
15. Confirm that OGB will have the option to create its own Formulary. Describe how your organization would partner with OGB in Pharmacy & Therapeutics (“P&T”) support

from both a clinical and analytical support perspective. In addition, confirm whether any additional charges would apply, and if so, specify.

16. Confirm that you are able to provide a monthly report of patients that have utilized a patient assistance program at a specialty pharmacy. The report should detail patient name, drug name, amount paid by patient assistance program, amount paid by Plan, and amount paid by patient (after assistance program). In addition, OGB requires a quarterly report of all available patient assistance programs. Please confirm your ability to comply.
17. Do you have the ability, and will accept open prior authorizations, open mail refill and historical claims files at no additional cost?
18. Confirm that the benefit design and coverage for supplies and prescriptions can be modified as needed and requested by OGB to align with associated health/medical programs, such as disease management and diabetic care.
19. Confirm that OGB will not be required to adopt any programs or modifications to the Plan or Formulary in place as of the start of the Contract term. This includes recommendations on prior authorizations and inclusion/exclusion of drugs. OGB will be given full and custom discretion on how and when to apply program modifications.
20. Confirm that you have a mature program for ensuring that all Plan Participants' information, including but not limited to PHI, will be handled in accordance with all applicable Laws and this Contract and provide a copy of your Privacy Practices and other documentation that supports your privacy program.
21. Provide information about your existing clinical and utilization management programs using the format specified below. Note: Do not provide information for programs that are not guaranteed to be operational by January 1, 2017.

Program Type:	
Program Name & Description:	
Anticipated Savings:	
Guaranteed Savings:	
Other information:	

IV. Customer Service

1. What facility will handle customer service for OGB's Plan Participants and where will it be located?
2. Will you provide OGB with a dedicated customer service unit and toll-free line, i.e., customer service representatives who will only handle calls from OGB Plan Participants? How many call center representatives will be employed by the proposed call center for OGB? How many of these representatives will be dedicated to handling calls from OGB Plan Participants?

3. What will the hours of operation be for customer service provided to OGB’s Plan Participants? How will customer service be handled after hours of operation (if hours of operation are not 24/7)?
4. What was the customer service representative turnover rate for the last calendar year for the facility and/or dedicated team you are proposing for OGB?
5. For the proposed customer service facility that will handle the OGB account, provide the following service statistics:

	Standard Metric	2014 Actual	2015 Actual	2016 Goal
Telephone average speed of answer				
Percentage of calls abandoned				
Average hold time to speak with a customer service representative				
Average hold time to speak with a pharmacist				
Average call time				
Average time for problem resolution from initial notification				
Percentage of problems resolved during first call/contact (Plan Participant does not need to call back)				

6. Confirm that you are willing to extend customer service hours for potential participants during OGB’s annual enrollment period, special enrollments, and/or as requested by OGB. Provide the extended hours of operation proposed.
7. How are calls segmented (i.e., routing of inquiries by Plan, inquiries about claims, requests to identify network providers, generalized Plan Participant services questions, etc.)?
8. What methodologies (i.e., silent call monitoring) are employed to monitor and control the quality of service provided?
9. Confirm that you will digitally record all customer service calls at no additional cost to OGB. How long are the recordings kept?
10. Provide a sample of the proposed OGB-specific management reports of telephone inquiry performance. General book of business statistics are not acceptable.

11. Do you offer a smartphone app to Plan Participants to order refills, locate pharmacies, etc.? In addition, confirm that your phone application will include the ability to check the price of a medication at both retail and mail order pharmacies.
12. Is your website available in languages other than English? If yes, please detail what languages are supported.
13. Do you have the ability to warm transfer calls to other vendors?
14. Will customer service representatives run test claims to assist with Plan Participant inquiries?

V. Mail Order Management

1. Please provide the following information for the proposed primary and secondary Mail Order facility locations that will be available to OGB Plan Participants:

	Primary Facility	Secondary Facility
Name		
Address		
City, State, Zip		
Days and hours of operation		
Is this facility wholly-owned and operated by the Proposer? If not, provide name of the owner and the operator.		
Quarterly dispensing capacity (# of prescriptions)		
Number of prescriptions dispensed 6/1/15 – 12/31/15		
Ratio of pharmacists to pharmacy technicians		
Average number of prescriptions dispensed per pharmacist per hour		
Average turnaround time in days during 6/1/15 – 12/31/15 for prescriptions that required no intervention		

	Primary Facility	Secondary Facility
Average turnaround time in days during 6/1/15 – 12/31/15 for prescriptions that required an intervention		

2. If the Proposer owns the mail order pharmacy, are purchase discounts passed along to the Plan or kept as margin by the pharmacy benefit manager?
3. Describe your process for maintaining credits or issuing payments to Plan Participants for account credits on file.
4. How will the Proposer assist Plan Participants with the transfer of prescriptions from the current mail order facility to your mail order facility? What documentation is required of the Plan Participant to transfer the prescription? How long does the process take on average, in your experience, to transfer a prescription to your mail order facility?
5. Confirm that your organization can accept and fill mail service prescriptions from any of your mail order facilities, regardless of facility to which OGB may be assigned.
6. Confirm your organization has the ability to electronically transfer specialty prescriptions received at the mail order location to the specialty pharmacy.
7. Confirm that you can accept e-prescribing prescriptions at your mail facility.
8. Describe the process for ordering refills by mail and include a sample refill order form.
9. Describe the process for ordering refills by phone. How far in advance can Plan Participants order a refill?
10. Describe the quality controls in place to ensure accurate dispensing of prescriptions. How many levels of review take place and who conducts the reviews?
11. Describe online integration with retail pharmacies, if any, to prevent duplication and to identify potential adverse interactions.
12. Describe drug safety policies as they relate to safe delivery of prescriptions that may have environmental limitations or be subject to environmental requirements (i.e., temperature, etc.).

13. Are on-site audits performed at mail service pharmacies? If so, describe the frequency and types of audits performed. Will the mail service pharmacy proposed for OGB’s mail order program be subjected to the same audit programs as your retail network?

14. Describe the process for notifying Plan Participants of the following:
 - a) Expiration date of their prescription
 - b) Next refill date and number of refills remaining
 - c) Prescriptions not on Formulary
 - d) Generic substitution availability

15. Describe your system of providing patient advisory information with prescriptions filled, including next refill date and the number of refills remaining. What percentage of prescriptions receives a patient information supplement? Provide samples of your patient advisory information.

16. How is the Plan Participant billed (i.e., before or after the prescription is filled)? How does the Plan Participant know which co-pay applies?

17. Does the Proposer email refill reminders, savings intervention opportunity messages, and Coordination of Benefits (“COB”) messages to Plan Participants?

18. Confirm that your organization will absorb any unpaid Plan Participant balances associated with your mail service facility.

19. Confirm that you will communicate any delays beyond three (3) days in the delivery of prescriptions to the Plan Participant.

20. Confirm that you agree to arrange and pay for a short-term retail supply of a delayed or incorrectly processed mail order prescription caused by your organization. In addition, confirm you agree not to charge OGB Plan Participants for expedited delivery of the mail order prescription if the prescription delay is caused by your organization.

VI. Specialty Pharmacy

1. If different from the mail order pharmacy location, provide the following information for the specialty pharmacy that will be provided to OGB Plan Participants:

	Primary Facility	Secondary Facility
Name		
Address		

	Primary Facility	Secondary Facility
City, State, Zip		
Days and hours of operation		
Is this facility wholly-owned and operated by the Proposer? If not, provide name of the owner and the operator.		
Quarterly dispensing capacity (# of prescriptions)		
Number of prescriptions dispensed 6/1/15 – 12/31/15		
Ratio of pharmacists to pharmacy technicians		
Average number of prescriptions dispensed per pharmacist per hour		
Average turnaround time in days during 6/1/15 – 12/31/15 for prescriptions that required no intervention		
Average turnaround time in days during 6/1/15 – 12/31/15 for prescriptions that required an intervention		

2. Does your organization own a specialty pharmacy? If so, are purchase discounts passed along to the Plan or kept as margin by the PBM?
3. Does your organization capture any laboratory data and treatment history at time of enrollment or thereafter?
4. Do you have the capability to compound medications and to ship these products directly to a medical office?
5. Confirm that your organization can assist and collaborate with another vendor on all fraud and abuse monitoring, if required.
6. Confirm the Plan will have the ability to limit the day supply associated with prescriptions filled by the specialty pharmacy without an impact to the financials.

7. Confirm that OGB will have the right to carve out specialty pharmacy benefits at no cost or revision/penalty to any other financial components at any time during the term of the resulting Contract.
8. Do you offer specialty distribution services to administer physician buy-and-bill?
9. In a non-exclusive specialty arrangement, is there a limit to the number of providers with whom OGB can partner?
10. Confirm that your organization will proactively notify OGB of all products that are deemed specialty.
11. Is the proposed specialty pharmacy part of a specialty pharmacy network? Provide the locations of the other specialty pharmacies in the network.
12. Does your organization offer an integrated specialty pharmacy program? If yes, describe the operations of the program and include elements describing Plan Participant outreach, case and care management abilities.
13. Describe the status, scope, and management strategies of your specialty pharmacy services in the following areas:
 - a) Injectable and infusion therapies
 - b) High-cost (\$5,000 per year and up) therapies
 - c) Therapies that require complex care
 - d) Major disease conditions treated
14. How long has your organization had injectable and infusion therapies in place? To how many patients do you currently provide services?
15. Does your organization offer any of the following programs?
 - a) Package recovery program
 - b) Vial/assay management program
 - c) Ready to inject program
16. How do you monitor and report on compliance and adherence to therapy?
17. How do you report on Plan Participant outcomes for specialty drug management programs (i.e., return on investment, clinical results, etc.)?
18. How will new specialty products (not known today) be priced? Please provide a minimum guarantee for newly-released drugs added to the specialty list.

19. Confirm that only newly-released drugs will be added to the specialty list. (i.e., you cannot flip drugs that are non-specialty today to specialty status later.)
20. Confirm that OGB will have the ability to negotiate the addition of new specialty drugs to the list and the associated minimum discount offered. If agreement on price cannot be reached, confirm that OGB may carve out such products without any financial or other penalty.
21. For products to which you do not have access, please describe the process for the Plan Participant to obtain these drugs.
22. Please confirm HIV/AIDS medications are not included on the specialty list and that they would be subject to standard retail network and mail order pricing.
23. Do you currently receive incentives from pharmaceutical manufacturers for any programs or services associated with your specialty program (i.e., data fees, compliance programs, etc.)? Are these incentives included in your definition of total rebates?
24. Do you provide rebates for products dispensed under the medical benefit (i.e., certain medications dispensed during a hospital stay, specific injectable medications, etc.)?
25. How would you notify OGB of new drug rebating developments?
26. Provide a current and complete list of specialty drugs including, but not limited to, the eleven (11) digit NDC, drug name, and pricing as of effective date. Confirm all of the following: Only newly FDA approved and launched products or indications and drugs not on the market as of Plan effective date may be considered for addition to the specialty pharmacy list after this date. Your list will identify limited distribution drugs. Additions to your list will be based on the agreed criteria for defining Specialty Drugs, unless approved by OGB.

VII. Retail Pharmacy Access and Network Management

Retail Network	Yes	No	Not Applicable
1. All pharmacies are required by contract to maintain adequate professional liability coverage for all risks associated with dispensing errors, patient counseling, and quality assurance activities.			
2. All pharmacies are required by contract to submit claims electronically via point-of-sale devices.			

3. Pharmacy must make an effort to collect Drug Enforcement Administration (“DEA”) number or other provider identifier and submit it to support Drug Utilization Review (“DUR”).			
4. All pharmacies are required by contract to accept “lesser of” pricing – the lower of Usual and Customary (“U&C”) Pricing, Maximum Allowable Costs (“MAC”), or eligible charge.			
5. All pharmacies are required by contract to review concurrent DUR messages and take action as appropriate.			
6. All pharmacies are required by contract to actively encourage Generic substitution.			
7. All pharmacies are required by contract to support Formulary programs by informing patients when a non-formulary drug has been prescribed and contact the physician.			
8. All pharmacies are required by contract to cooperate in health management/disease management programs offered through the network.			
9. All pharmacies are required by contract to dispense generic drugs whenever possible and abide by the pricing of the MAC program.			
10. All pharmacies are required by contract to hold OGB Plan Participants harmless in the event of an overcharge.			
11. All pharmacies are required by contract to counsel patients about their medications and their compliance with therapy.			
12. Proposer will add pharmacies where access does not meet OGB standards.			
13. Ability to offer multiple networks for OGB.			
14. Perform on-site audits of 20% or more of your pharmacies on a quarterly basis.			
15. If requested, perform an on-site audit of a specified pharmacy.			
16. Return all audit recoveries to OGB.			
17. Each of the following factors are included in on-site audits:			

▪ Physician Dispense as Written (“DAW”) use			
▪ Concurrent DUR Intervention			
▪ Package Size Submitted			
▪ U&C Pricing			
▪ Generic Dispensing			
▪ Controlled Substance Dispensing			
▪ Compound Dispensing			
▪ Days of Supply			
▪ Return to Stock			
▪ Claim Cost			
▪ Claim Volume			
▪ Refill Rate			
▪ Units per Claim			
▪ DEA (physician ID) Submission			
18. Proposer’s pharmacy relations department will provide the following on behalf of OGB:			
▪ Ongoing network pharmacy newsletter communication			
▪ Pharmacy help-desk toll-free number			
▪ Local continuing education programs			
▪ Written continuing education programs			
19. To identify a local pharmacy in your network, the following tools are available to OGB Plan Participants at no charge:			
▪ Online and Hard Copy Directories			
▪ Toll-free customer service line			
▪ Online look up via zip code			
20. Pharmacy report card available for OGB that shows in detail the performance of specific pharmacies. If applicable, provide a sample report card.			

21. Proposer will pay pharmacies from reserve funds and then replace funds with OGB invoicing (rather than waiting to receive funds from OGB before making payment).			
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22. Provide information regarding the Proposer’s network.
- a) Describe the network proposed for OGB.
 - b) Total number of pharmacies available nationwide.
 - c) Total number of pharmacies available in Louisiana.
 - d) List the geographic locations within the United States that are NOT served by the network proposed for OGB.

23. Identify any major chain pharmacies that are not part of the proposed network.

24. What percentage of the proposed network is made up of independent pharmacies versus major chains?

25. List the elements of your various pharmacy audit programs. For each program, include the type of audit, frequency, and audit method.

26. Provide the results of your field audit programs for the timeframes provided below.

Audit Results	2014	2015	YTD 2016
Audits completed as a percent of all contracted pharmacies			
Pharmacies put on probation as a percent of all contracted pharmacies			
Pharmacies terminated as a percent of all contracted pharmacies			
Recovery (in dollars) as a percent of total book of business drug spend			

27. How will audit recoveries be paid or remitted to OGB?

28. Provide a copy of your survey questionnaire, documentation of the survey methodology, and the results of the most recent network pharmacy satisfaction survey.

29. How many contracted pharmacies were terminated during the final six months of 2015 because of unacceptable audit or performance results? Explain specific reason(s) for termination of each such pharmacy.
30. How often are pharmacies paid (i.e., weekly, bi-weekly, monthly, etc.)?
31. Provide the location and operating hours of the proposed call center that will handle inquiries from pharmacy providers regarding technical or administrative claims processing issues.
32. Confirm that you do not use repackaged NDCs and will only use the NDC of the original packaging manufacturer.
33. Confirm that you have offered your Broadest National Network that includes all chains with fifteen (15) or more stores. If any chain is excluded, please document in the response areas.
34. As of the date you are responding to this RFP, how many stores participate nationally in this network?
35. Confirm that OGB will always benefit from any re-contracting with retail pharmacies the PBM does during any given Contract year, i.e., if rates improve during any Contract year, those rates will be passed through to OGB assuming they are more beneficial than the current rates charged to OGB under the Contract.

VIII. EGWP

1. Detail the number of clients with self-insured EGWP that you supported in your most recently completed calendar year.
2. Detail the number of clients with EGWP + wrap that you supported in your most recently completed calendar year.
3. Does your organization offer a self-funded EGWP?
4. Do you support custom benefit designs and Formularies within the scope of CMS regulations for EGWP clients?
5. Describe your process for managing Part D versus Part B drugs within EGWP wraps.
6. Is your organization able to submit enrollment data and cost files directly to CMS on behalf of OGB?

7. If yes to the above, what is the frequency with which your organization submits enrollment data and cost files directly to CMS and the timing for these to go into effect?
8. Please explain your process used for low income subsidies and catastrophic coverage.
9. Does your organization have the capability to segregate Med-D eligible and non Med-D eligible retirees?
10. Will your organization petition CMS for OGB-specific waivers?
11. Confirm that separate reporting and billing will be provided for the EGWP-PDP group.
12. When would a decision need to be made, in order to be enrolled into the upcoming (2017) EGWP wrap plan year?
13. Do you have a separate call center that handles EGWP calls?
14. Confirm whether the same implementation team responsible for the active membership will support the implementation process for the EGWP wrap.
15. Confirm that you will support OGB in obtaining member Health Insurance Claim Number (“HICN”).

ATTACHMENT VII: FORMULARY DISRUPTION

Instructions: Based on the redacted claims data provided, please complete the grids provided below.

Note: The redacted claims data will be provided to the respective entity upon receipt by OGB of a signed Data Use Agreement for Limited Data Set Form included in Attachment XIII. An Excel workbook including the grids below will be provided with the transmission of the redacted claims data for purposes of Proposal preparation. All responses should be prepared and submitted using the Excel workbook provided. OGB will not accept requests for this data after 4 pm CST, April 15, 2016.

Commercial

On Incumbent Formulary	On Your Formulary	Number of Mail Claims	Number of Mail Members	Number of Retail Claims	Number of Retail Members
Yes	Yes				
Yes	No				
No	Yes				
No	No				
Yes	Excluded, i.e. not covered				

Detail of Top 10 Brand Drug Names (based on claims) where products ARE on your Formulary but are NOT on the incumbent Formulary

Rank	Brand Name	Number of Mail Claims	Number of Mail Members	Number of Retail Claims	Number of Retail Members
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Detail of Top 10 Brand Drug Names (based on claims) where products are NOT on your Formulary but ARE on incumbent Formulary

Rank	Brand Name	Number of Mail Claims	Number of Mail Members	Number of Retail Claims	Number of Retail Members
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Detail of Top 10 Brand Drug Names (based on claims) where products are EXCLUDED on your Formulary but ARE on incumbent Formulary

Rank	Brand Name	Number of Mail Claims	Number of Mail Members	Number of Retail Claims	Number of Retail Members
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

EGWP

On Incumbent Formulary	On Your Formulary	Number of Mail Claims	Number of Mail Members	Number of Retail Claims	Number of Retail Members
Yes	Yes				
Yes	No				
No	Yes				
No	No				
Yes	Excluded, i.e. not covered				

Detail of Top 10 Brand Drug Names (based on claims) where products ARE on your Formulary but are NOT on the incumbent Formulary

Rank	Brand Name	Number of Mail Claims	Number of Mail Members	Number of Retail Claims	Number of Retail Members
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Detail of Top 10 Brand Drug Names (based on claims) where products are NOT on your Formulary but ARE on incumbent Formulary

Rank	Brand Name	Number of Mail Claims	Number of Mail Members	Number of Retail Claims	Number of Retail Members
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Detail of Top 10 Brand Drug Names (based on claims) where products are EXCLUDED on your Formulary but ARE on incumbent Formulary

Rank	Brand Name	Number of Mail Claims	Number of Mail Members	Number of Retail Claims	Number of Retail Members
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

ATTACHMENT VIII: NETWORK DISRUPTION

Instructions: Based on the redacted claims data provided, please complete the grid below for your broad network and proposed custom network. Also, complete the grid for all pharmacies not in your network.

Note: The redacted claims data will be provided to the respective entity upon receipt of a signed Data Use Agreement for Limited Data Set Form included in Attachment XIII by OGB. An Excel workbook including the grid below will be provided with the transmission of the redacted claims data for purposes of proposal preparation. OGB will not accept requests for this data after 4 pm CST, April 15, 2016.

Commercial

Pharmacy Number	Pharmacy Name	Pharmacy Street	Pharmacy City	Pharmacy State	Pharmacy Zip	Number of Claims Impacted	Number of Members Impacted

EGWP

Pharmacy Number	Pharmacy Name	Pharmacy Street	Pharmacy City	Pharmacy State	Pharmacy Zip	Number of Claims Impacted	Number of Members Impacted

ATTACHMENT IX: COST PROPOSAL QUESTIONNAIRE

Instructions: Provide responses to all questions provided below. An Excel cost proposal workbook including all of the below tables will be provided with transmission of the redacted claims data for purposes of Proposal preparation.

Note: Representations made by the Proposer in the responses provided below will become contractual obligations that must be met during the Contract term.

Retail Network Pricing	Proposer Response
Confirm that you have offered your broadest national network that includes all chains with fifteen (15) or more stores. If any chain is excluded, please document in the response area.	
As of the date you are responding to this RFP, how many stores participate nationally in this network?	
Confirm that you will return 100% of all retail/mail audit recoveries to OGB on a quarterly basis within thirty (30) days from the close of the Contract quarter. In addition, you will provide reporting at no cost to validate recoveries.	
Confirm that OGB will always benefit from any Contractor re-contracting with retail pharmacies during any given Contract year, i.e. if rates improve during any Contract year, those rates will be passed through to OGB assuming they are better than the current Contract rates.	
Confirm that both OGB and Plan Participant will receive the financial benefit of U&C pricing.	
Confirm the retail billing formula and Contract will include a formula that is calculated as the lower of AWP – X% + dispensing fee, U&C, or MAC + dispensing fee, where “X%” will be a pass through of Proposer’s most aggressive retail pharmacy contract rate with each pharmacy.	
Confirm that the Plan Participant will always pay the “lesser of 3” (discounted price, co-pay, U&C). A “minimum charge at retail” shall not apply to any transaction for any stores.	

Confirm that Plan Participant co-payments will not be included in any discount calculation (billing, guarantee or otherwise). To clarify the above, if the AWP of a generic product is \$10, the discounted cost is \$6 and the Plan Participant co-pay is also \$6 (leaving a zero balance due from the plan), the discount % off of AWP for both billing and guarantee purposes would be 40% off of AWP.	
Confirm that any billing formula and all related financial guarantees will be based on the AWP and associated discount on the date of service of each individual prescription.	
Confirm that excess co-pays (i.e., Plan Participant pays the difference amounts or any other ancillary charges) will not be included in any billing or guaranteed discount.	
Confirm that all billing discounts and related guarantees will be calculated using only the billing formula used to process the claim. No other monies (i.e. audit savings, clinical savings, therapeutic interchange savings, DUR savings, etc.) will be included in any billed amounts, guarantees or otherwise.	
Formulary Rebates	Proposer Response
Confirm that you will pass through 100% of all rebates (base, incentive, administrative fee rebate & all other monies received from pharmaceutical manufacturers, including any inflation cap guarantees), with a minimum guarantee per Brand claim, measured annually.	
Confirm that your rebate guarantees are for real rebates received from pharmaceutical manufacturers and do not include other amounts (i.e. therapeutic interchange savings, etc.).	
For the avoidance of doubt, confirm that all Brand claims (single source, multi-source, Formulary, non-formulary etc.) will be included in the Formulary guarantee.	
Confirm that Brand claims where the Plan Participant paid 100% of the cost of the transaction will be included in the calculation.	

<p>Confirm that your rebate payments and guarantees proposed are based on the Plan design and clinical programs as outlined in this RFP.</p>	
<p>Confirm the rebate guarantee amounts will be fixed for the term of the Contract and cannot be altered for any reason other than a change in government legislation which materially impacts the current economics of the rebating process between pharmaceutical manufacturers and managed care organizations and has a material adverse impact on rebates that your organization receives or if a Generic product is unexpectedly introduced to the market ahead of the anticipated generic date.</p>	
<p>Confirm the rebate credit will not be conditioned on the days of supply performance averaging a defined target during the Contract term. Said differently, as long as the Plan allows up to a thirty (30)-day supply at retail and up to a ninety (90)-day supply at retail, the full rebate credit will be provided to OGB. The Proposer cannot pro-rate guarantees based on the achieved utilization performance, nor set a floor days of supply performance amount that needs to be achieved to be eligible for the guarantees.</p>	
<p>If the number of retail pharmacies in your network is reduced by more than 5% cumulatively before the effective date and or at any point during the Contract term, confirm that you will provide OGB with an improved pricing offer for the proposed smaller retail network at least ninety (90) days prior to the effective date of such change.</p>	
<p>Confirm that rebate guarantees will not be contingent on continued utilization of certain therapeutic classes as reflected in the RFP claims data.</p>	

Other Questions	Proposer Response
Please explain if and how a full replacement Consumer Driven Health Plan (“CDHP”) will change your pricing offer.	
Confirm that upon termination payment will be rendered to OGB for all rebates within ninety (90) days after the end of the Contract. In addition, all pricing guarantees will be trued up and any shortfalls will be paid to OGB within ninety (90) days after said termination.	
Upon termination of the Contract, confirm that you will provide all necessary documentation, claims files, prescription history and other data needed for the successful transition of the program to the appointed vendor within a mutually agreed reasonable timeframe at no additional cost to OGB. This includes, but is not limited to, all open mail orders and specialty pharmacy refills, prior authorizations, accumulators used in all Plan options, and at least six (6) months of historical claims data. In addition, you will furnish information for any governmental programs that may be audited (ERRP and/or EGWP).	
In addition to the above, confirm that you will provide and support OGB after termination of the Contract with any and all required data feeds for class action settlements with drug manufacturers. These files will be provided at no cost to OGB.	
OGB has the right to audit any data necessary to ensure your firm is complying with all Contract terms and guarantees, which includes but is not limited to the following: 100% of pharmacy claims data, pharmaceutical manufacturer and wholesaler agreements, mail and specialty pharmacy contracts to the extent they exist with other vendors, approved and denied utilization management reviews, clinical program outcomes, appeals, information related to the reporting and measurement of performance guarantees, etc. Confirm that you will provide all documentation necessary for OGB and/or its consultant to audit all	

data and items within the timeframe specified at the time of request.	
Confirm that you will allow auditing of up to two (2) calendar years of claims data or more if OGB determines the need is warranted by your service and performance.	
Confirm that you will provide OGB and/or its consultant a copy of the actual MAC list used for audits upon request.	
Explain how price is determined for compound drugs, and what AWP, discounts and fees apply.	
Are you able to reject or add a prior authorization to compound drugs at point of sale at no additional cost?	
Confirm that you will not charge for the integration of medical and pharmacy data to manage PPACA OOP requirements regardless if you have a current connection with OGB's ASO vendor.	
Confirm that you will provide a detailed analysis describing OGB savings and Plan Participant disruption, with all underlying assumptions to OGB at least ninety (90) days prior to the effective date of the proposed network change if it impacts more than 5% of pharmacies in the network (add, drop, etc.) and is proposed before the effective date and/or during the Contract term.	
Does a dispensing fee apply to U&C claims? Please answer Yes or No. If Yes, please document if the dispensing fee is additive to the U&C price or is the discounted AWP (ingredient cost) netted down so that the ingredient cost plus the dispensing fee equals the U&C price?	
General	Proposer Response
Confirm that you will propose pricing for a three year contract term, with annual rate guarantees.	
Confirm that all rebates, base and ancillary admin fees, incentives, and inflation caps that include future biosimilars will be passed through 100% to OGB.	

<p>OGB wishes to obtain the cleanest definition of Brand and Generic Drugs possible, without the common exclusions of certain products from generic guarantees (i.e. single source generics), or reclassifications of generic drugs to Brand drugs. As such, the following definitions will apply: A Brand Drug will be defined as i) a prescription drug that is protected by a patent, supplied by one company and marketed under the manufacturers brand name or ii) a multi-source brand product which was once a Brand product as defined in i) and is being marketed post patent expiration by the original manufacturer and is subject to generic competition. For the avoidance of doubt, “Authorized Generics” should not be counted as brands. A Generic Drug will be defined as any drug that is not a Brand. Confirm that Dispense As Written (“DAW”) claims will be included in the Generic guarantee reconciliation.</p>	
<p>Specialty Pricing</p>	<p>Proposer Response</p>
<p>Confirm that new products in existing classes will be priced at no less than the mode of the existing products.</p>	
<p>Confirm that specialty claims filled through retail will be priced at no less than the standard network discount.</p>	
<p>Mail Service Pricing</p>	<p>Proposer Response</p>
<p>Confirm that Proposer will offer MAC for mail transactions, and the MAC list and price schedule used will be the same (or better) as the MAC list and pricing schedule used for retail transactions.</p>	
<p>Confirm the mail billing formula and Contract will include a formula that is calculated as the lower of $AWP - X\% + \text{dispensing fee}$ or $MAC + \text{dispensing fee}$, where “X%” will be a documented minimum fixed discount for all claims in the contract if the MAC price is not better; i.e., the billing formula must include a minimum fixed discount for all transactions. There should be no need for any type of “effective Brand average” in your Proposal.</p>	

Confirm that excess co-pay from the Plan Participant, meaning the Plan Participant will always pay the lesser of the discounted price or co-pay at mail, will not be retained.	
Confirm Plan Participant co-payments will not be included in any discount calculation (billing, guarantee or otherwise). To clarify the above, if the AWP of a generic product is \$10, the discounted cost is \$6 and the Plan Participant co-pay is also \$6 (leaving a zero balance due from the plan), the discount percentage off of AWP for both billing and guarantee purposes would be 40% off of AWP.	
Confirm that the billing formula and all related financial guarantees will be based on the AWP and associated discount on the date of service of each individual prescription.	
Confirm that excess co-pays (i.e., Plan Participant pays the difference amounts or any other ancillary charges) will not be included in any billing or guaranteed discount.	
Confirm that all billing discounts and related guarantees will be calculated using only the billing formula used to process the claim. No other monies (i.e. audit savings, clinical savings, therapeutic interchange savings, DUR savings, etc.) will be included in any billed amounts, guarantees or otherwise.	
Confirm pricing will be fixed for all claims, regardless of the days of supply of the individual prescription. For example, you cannot price mail claims below a certain days of supply threshold at the retail rate.	
Confirm that a minimum charge at mail will not apply to any prescription.	
Confirm that the mail service dispensing fee will be fixed at \$0.00 for the duration of the Contract, and will not be subject to any types of increase (postage increases, handling increases, etc.).	

ATTACHMENT X: COST PROPOSAL TEMPLATE

Instructions: Complete all tables in the section using the formats provided. An Excel cost proposal workbook including all of the below tables will be provided with transmission of the redacted claims data for purposes of Proposal preparation.

All pricing must be fully burdened and inclusive of all Contract costs and expenses and meet the requirements set forth below.

Note: Representations made by the Proposer in the responses provided below will become contractual obligations that must be met during the Contract term.

Pricing Requirements	Proposer Compliance (Yes/No)
Only transparent cost proposals will be considered.	
Medi-Span must be used as the source of AWP. The AWP price will be based on the actual eleven (11) digit National Drug Code (“NDC”) of the package size dispensed on the date that it is dispensed using post 9/2011 methodology (120%).	
Proposed pricing shall not be contingent upon the adoption of any ancillary services (i.e., clinical programs, utilization management programs, plan design changes, etc.) beyond what is currently in place today.	
Proposed pricing is based on the Plan design, clinical rules and data contained within this RFP. No changes need to be made by OGB in order to attain the pricing terms proposed.	
All base and ancillary administrative fees will be charged on a final net paid claim basis.	

I. Pharmacy Network Discounts & Rebate Guarantees

Commercial and EGWP

Each Proposer that completes and returns Attachment XIII: Data Use Agreement for Limited Data Set by the specified deadline, 4PM CST April 15, 2016, will receive an electronic record containing redacted historical claims detail broken out by Commercial and EGWP. The Proposer will utilize the redacted historical claims detail to facilitate generation of the guaranteed pricing terms requested in Attachment X: Cost Proposal Template.

OGB’s Actuary will apply specific guaranteed pricing discount terms to the undiscounted AWP for Commercial and EGWP using redacted historical claims data. Trending factors will be taken into consideration in the evaluation such as, drug inflation, brand to generic shifts, retail to mail shifts, brand utilization, and generic utilization. Proposed per script dispensing fees will be added; the guaranteed rebate projection will be subtracted. The proposed admin fee for each category will then be added to determine the proposed total cost.

The total cost for Commercial and EGWP will be combined and used to calculate score points using the formula specified in Section 6.5 Evaluation and Review. **Note: The redacted historical claims include specification data furnished by the OGB’s incumbent contractor.**

Commercial

Retail Network Pricing (Base Retail Network)	Contract Year 1	Contract Year 2	Contract Year 3
Brand Discount: The annual average Brand effective discount guarantee rate.	_____ %	_____ %	_____ %
Generic Discount: The annual overall Generic discount guarantee, as defined within this RFP.	_____ %	_____ %	_____ %
Dispensing Fee: The overall annual guarantee.	\$ _____	\$ _____	\$ _____
Retail 90 Network Pricing (Extended Supply Network - ONLY IF REQUESTED)	Contract Year 1	Contract Year 2	Contract Year 3
Brand Discount: The annual average Brand effective discount guarantee rate.	_____ %	_____ %	_____ %
Generic Discount: The annual overall Generic discount guarantee, as defined within this RFP.	_____ %	_____ %	_____ %
Dispensing Fee: The overall annual guarantee.	\$ _____	\$ _____	\$ _____
Mail Pricing	Contract Year 1	Contract Year 2	Contract Year 3
Brand Discount: The value of "X" in the lower of AWP - X% or MAC.	_____ %	_____ %	_____ %
Generic Discount: The annual overall Generic discount guarantee, as defined within this RFP.	_____ %	_____ %	_____ %
Dispensing Fee: It is expected this will be zero for all claims.	\$ _____	\$ _____	\$ _____

Specialty and Retail Specialty Pricing	Contract Year 1	Contract Year 2	Contract Year 3
Minimum discount for all new products in new therapeutic classes	_____ %	_____ %	_____ %
Aggregate annual discount guarantee across all specialty drugs (not filled through retail). This will include all specialty products, including bio-generics, biosimilars, limited distribution, etc.	_____ %	_____ %	_____ %
Dispensing fee for specialty claims filled through specialty pharmacy	\$ _____	\$ _____	\$ _____
Dispensing fee for specialty claims filled through retail pharmacy	\$ _____	\$ _____	\$ _____
Minimum Rebate Guarantees	Contract Year 1	Contract Year 2	Contract Year 3
Minimum annual rebate guarantee per retail network Brand claim	\$ _____	\$ _____	\$ _____
Minimum annual rebate guarantee per retail 90 network extended supply Brand claim (if requested)	\$ _____	\$ _____	\$ _____
Minimum annual rebate guarantee per mail Brand claim	\$ _____	\$ _____	\$ _____
Minimum annual rebate guarantee per retail specialty network claim	\$ _____	\$ _____	\$ _____
Minimum annual rebate guarantee per specialty claim	\$ _____	\$ _____	\$ _____
Admin Fee per final net paid claim	Contract Year 1	Contract Year 2	Contract Year 3
Admin fee per final net paid retail claim	\$ _____	\$ _____	\$ _____
Admin fee per final net paid retail 90 extended supply claim	\$ _____	\$ _____	\$ _____
Admin fee per final net paid mail claim	\$ _____	\$ _____	\$ _____
Admin fee per final net paid specialty pharmacy claim	\$ _____	\$ _____	\$ _____
Admin fee per final net paid retail specialty claim	\$ _____	\$ _____	\$ _____

EGWP

Retail Network Pricing (Base Retail Network)	Contract Year 1	Contract Year 2	Contract Year 3
Brand Discount: The annual average Brand effective discount guarantee rate.	_____ %	_____ %	_____ %
Generic Discount: The annual overall Generic discount guarantee, as defined within this RFP.	_____ %	_____ %	_____ %
Dispensing Fee: The overall annual guarantee.	\$ _____	\$ _____	\$ _____

Retail 90 Network Pricing (Extended Supply Network - ONLY IF REQUESTED)	Contract Year 1	Contract Year 2	Contract Year 3
Brand Discount: The annual average Brand effective discount guarantee rate.	_____%	_____%	_____%
Generic Discount: The annual overall Generic discount guarantee, as defined within this RFP.	_____%	_____%	_____%
Dispensing Fee: The overall annual guarantee.	\$_____	\$_____	\$_____
Mail Pricing	Contract Year 1	Contract Year 2	Contract Year 3
Brand Discount: The value of "X" in the lower of AWP - X% or MAC.	_____%	_____%	_____%
Generic Discount: The annual overall Generic discount guarantee, as defined within this RFP.	_____%	_____%	_____%
Dispensing Fee: It is expected this will be zero for all claims.	\$_____	\$_____	\$_____
Specialty and Retail Specialty Pricing	Contract Year 1	Contract Year 2	Contract Year 3
Minimum discount for all new products in new therapeutic classes	_____%	_____%	_____%
Aggregate annual discount guarantee across all specialty drugs (not filled through retail). This will include all specialty products, including bio-generics, biosimilars, limited distribution, etc.	_____%	_____%	_____%
Dispensing fee for specialty claims filled through specialty pharmacy	\$_____	\$_____	\$_____
Dispensing fee for specialty claims filled through retail pharmacy	\$_____	\$_____	\$_____
Minimum Rebate Guarantees	Contract Year 1	Contract Year 2	Contract Year 3
Minimum annual rebate guarantee per retail network Brand claim	\$_____	\$_____	\$_____
Minimum annual rebate guarantee per retail 90 network extended supply Brand claim (if requested)	\$_____	\$_____	\$_____
Minimum annual rebate guarantee per mail Brand claim	\$_____	\$_____	\$_____
Minimum annual rebate guarantee per retail specialty network claim	\$_____	\$_____	\$_____
Minimum annual rebate guarantee per specialty claim	\$_____	\$_____	\$_____
Admin Fee per final net paid claim	Contract Year 1	Contract Year 2	Contract Year 3
Admin fee per final net paid retail claim	\$_____	\$_____	\$_____
Admin fee per final net paid retail 90 extended supply claim	\$_____	\$_____	\$_____
Admin fee per final net paid mail claim	\$_____	\$_____	\$_____

Admin fee per final net paid specialty pharmacy claim	\$ _____	\$ _____	\$ _____
Admin fee per final net paid retail specialty claim	\$ _____	\$ _____	\$ _____

II. Clinical Management Fees

Commercial and EGWP

The Proposer shall provide an all-inclusive total per Plan Participant per month cost proposal for Commercial and EGWP to provide the minimum level of services set forth in Attachment II: Scope of Services and Attachment XIV: Current Clinical Programs. The proposed rates for all clinical management services will be combined to determine the total clinical management fee.

Proposer shall also provide a detailed listing of recommended clinical management programs available for use on an a-la-carte basis for a total budget that must equal \$9.00 per Plan Participant per month.

For informational purposes only, the Proposer shall provide an itemized list of all services included in the proposed rate and detailed cost associated with each proposed clinical management service and recommended clinical management program along with the cost savings guarantee per Plan Participant per month.

The total clinical management fee and total recommended clinical management program cost (must equal \$9.00 per Plan Participant per month) will be combined for Commercial and EGWP and used to calculate score points using the formula specified in Section 6.5 Evaluation and Review.

The rates proposed in response to this RFP shall be guaranteed for the term of the Contract. For billing purposes, per Plan Participant per month will be based on the group population for the respective health plans.

ATTACHMENT XI: RECORD RETENTION SCHEDULE

Records Retention Schedule

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

http://www.sos.la.gov

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Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Unit Audit Reports (Information Accuracy Checks)	ACT + 1 CY		ACT + 1 CY	M	S	N	I	ACT = until end of CY in which administrative need ends
2	Health Insurance Portability and Accountability Act Privacy and Security Policies and Procedures	ACT + 6 CY		ACT + 6 CY	M	S	N	I	ACT = until end of CY in which revised or superseded and agency ceases to operate
3	Notice of Privacy Practices	ACT + 6 CY		ACT + 6 CY	M	S	N	V	ACT = until the end of the CY created or received
4	HIPAA Compliance Documentation	ACT + 6 CY		ACT + 6 CY	M	S	N	V	ACT = until the end of the CY created or received

Permitted Retention Period Abbreviations
 ACT - Active Period (when used define term in remarks column)
 FY - Fiscal Year (July 1 - Dec 31)
 CY - Calendar Year (Jan 1 - Dec 31)
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 FFY - Federal Fiscal Year (Oct 1 - Sept 30)
 MO - Months WK - Week DY - Days
 PERM - Permanent

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

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

State Records Center Use
 Y - Yes
 N - No

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

Agency Abbreviations

Agency Approval


Date Signed 12-16-14

Secretary of State, State Archives & Records Services


Date Approved 1/20/15

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Agency Abbreviations
		In Office	In Storage	Total Retention					
1	Internal Audit records (audited documents, reports, work papers, legislative audit reports)	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the CY in which report issued/project closed
2	Board and Committee Minutes	PERM		PERM	M	R	N	V	
3	Strategic Plan	ACT + 5 CY		ACT + 5 CY	P	S	N	I	ACT = until the end of the CY in which agency ceases to operate
4	Legal Files	ACT + 1 CY	8 CY	ACT + 10 CY	M	S	Y	V	ACT = until end of CY in which file is closed out
5	Board Election Materials	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until end of CY in which election results are certified
6	Publications	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until end of CY in which agency ceases to exist
7	Records Management Files (Retention Schedules, Disposal Requests, Transmittals)	ACT + 10 CY		ACT + 10 CY	M	S	N	V	ACT = until end of CY in which agency ceases to exist

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State Records Center Use:
 Y - Yes
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Vital Record Identification Code:
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 U - Useful

Agency Approval: *[Signature]*
 Date Signed: 12-30-14
 Secretary of State, State Archives & Records Services
 Date Approved: 1/7/15

Records Retention Schedule

Item Number	Records Series Title	Retention Period		Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage					
1	Special order forms, Personnel Action Requests, Travel Requests/Expense reports, requisitions and related correspondence/memos.	ACT + 2 CY	1 CY	M	S	Y	I	ACT = until end of the CY in which created or received.
2	General Correspondence (not related to other record series)	ACT + 2 CY	1 CY	M	S	Y	I	ACT = until end of the CY in which created or received.
3	Supervisor Files	ACT + 1 CY	1 CY	M	S	Y	I	ACT = until end of CY in which supervisor ends
4	Visitor sign-in/Sign - Out Sheets	ACT + 2 CY	3CY	M	S	Y	U	ACT = until end of CY in which created or received.
5	Time and Attendance Reports/Vendor Reports, PES, PPR, Leave requests, Overline documentation and related correspondence/memos	ACT + 2 CY	3 CY	M	S	Y	V	ACT = until end of CY in which created or received.
6	Mail, Fax, Postage & Tracked Logs	ACT + 1 CY	2 CY	M	S	Y	I	ACT = until end of CY created or received.
7	Budget records	ACT + 5 CY		M	S	N	I	ACT = until the end of the CY created or received.
8	Contracts and agreements (including contract approval backup material)	ACT + 3 CY	7 CY	M	S	N	V	ACT = until end of CY in which contract or agreement expires or terminates.
9	Notice of Intent to Contract (NIC), Request for Proposals and Reports	ACT + 3 CY		M	S	N	V	ACT = until end of CY in which contract is awarded.

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Agency Abbreviations
 PES = Personnel Evaluation System
 PPR = Personnel Performance Rating

Agency Approval

Date Signed

Secretary of State, State Archives & Records Services

Date Approved

Records Retention Schedule

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Automatic Call Distribution Reports/Performance Indicator Reports	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until end of CY in which agency ceases to operate.
2	Filing Deadline Mail Records	ACT + 3 CY		ACT + 3 CY	M	S	N	V	ACT = until end of CY in which created or received.
3	Live and Event Claim records	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
4	Field and Audit Reports	ACT + 1 CY	4 CY	ACT + 5 CY	M	S	Y	I	ACT = until end of CY report is issued.

Agency Approval: 

Date Signed: 12-18-14

Secretary of State, State Archives & Records Services: 

Date Approved: 12/18/14

Permitted Retention Period Abbreviations
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Records Retention Schedule

SS ARC 932 (01/12)

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total					
1	Health Claims (including supplemental claims)	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
2	Explanation of Benefits (EOBS)	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
3	Medical Records	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
4	Pre-determinations	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
5	Case Management	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
6	Medical Necessities	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
7	Paid-In Vouchers	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
8	Flexible Benefit Forms	ACT + 5 CY		ACT + 5 CY	C	S	N	V	ACT = until end of CY in which superseded, cancelled or revoked.
9	Flexible Benefit Master File	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.

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Agency Abbreviations

Agency Approval: 

Date Signed: 01-18-14

Secretary of State, State Archives & Records Services: Carrie Martin

Date Approved: 12/18/14

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Records Retention Schedule

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Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Eligibility Records for Life and Health Insurance	ACT + 3 CY	PERM	PERM	M	R	N	V	ACT = until end of CY created or received. Microfilm after 3 years.
2	Life Insurance Beneficiary Forms (OGB and Outside agencies held by OGB)	PERM	PERM	PERM	C	R	N	V	
3	Hospital Audits, Statistical Reports and Work papers	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until end of CY in which agency ceases to operate.
4	Fraud and Abuse Case files and logs	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
5	Health Claim Audits and work papers (including over \$500 plan member check audits)	ACT + 5 CY		ACT + 5 CY	C	S	N	I	ACT = until end of CY in which audit is completed.
6	Special Reports (Outlier, Check Cycle)	ACT + 5 CY		ACT + 5 CY	M	S	N	I	ACT = until end of CY in which report is run.
7	Reviews (Medical and Chiropractic)	ACT + 10 CY		ACT + 10 CY	C	S	N	I	ACT = until end of CY in which agency ceases to exist.

Permitted Retention Period Abbreviations
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State Records Center Use
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 Vital Record Identification Code
 V - Vital
 I - Important
 U - Useful

Agency Abbreviations

Date Signed: 12-18-14
 Date Approved: 12/18/14

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

ATTACHMENT XII: IMAGING SYSTEM SURVEY COMPLIANCE AND RECORDS DESTRUCTION

In connection with OGB's electronic records retention requirements and within thirty (30) days of the Contract's effective date, Contractor shall complete a State Archives Imaging System Survey ("System Survey") and forward to OGB.Records@la.gov¹, or as otherwise directed by OGB. According to LAC 4:XVII.1305(A), the System Survey must contain the following information:

1. A list of all OGB records series² maintained/managed by Contractor's system;
2. The hardware and software used including model number, version number and total storage capacity;
3. The type and density of media used by Contractor's system;
4. The type and resolution of images being produced (TIFF class 3 or 4 and dpi);
5. Contractor's quality control procedures for image production and maintenance;
6. Contractor's system's back up procedures including location of back-up (on or off-site) and number of existing images; and
7. Contractor's migration plan for purging images from the system that have met their retention period.

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

Further, to ensure compliance with OGB's Schedules (Attachment XI) and applicable laws, Contractor shall not destroy any OGB records unless records are converted to digital images and thereafter approved for destruction or other disposition by the Secretary of State. Contractor shall request expedited authority to destroy or otherwise dispose of converted records by email to disposals@sos.louisiana.gov with "EDR_I2014-009 OGB [Contractor Name]" in the subject line, carbon copy to the Records Officer and OGB.Records@la.gov, and a description of the subject records per the OGB Schedules (such as "Health Claims, scanned and inspected, for the week/month of X") in the body. Upon receiving approval of the Secretary of State to destroy or otherwise dispose of the requested records, Contractor shall commence destruction or other approved disposition of said records. Contemporaneously therewith, Contractor shall complete a Certificate of Destruction (SSARC 933) form which shall be forwarded to the Records Officer. All SSARC forms can be found on the Louisiana Secretary of State's website <http://www.sos.la.gov/HistoricalResources/ManagingRecords/GetForms/Pages/default.aspx>.

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

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

ATTACHMENT XIII: DATA USE AGREEMENT FOR LIMITED DATA SET

This Data Use Agreement for a Limited Data Set (“Agreement”) is effective on the 8th day of April, 2016 (“Effective Date”) by and between the State of Louisiana, 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 Pharmacy Benefit Manager (PBM) Services for Self-Funded Health Plans issued by OGB on April 8, 2016.
3. **RESTRICTIONS ON USE.** Recipient agrees that it, and any employees, agents, vendors, 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 immediately report to OGB’s HIPAA Compliance Director any security incident related to 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 and certifying destruction of all copies in every form.

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

Recipient:

Proposer's Name

Address

City, State & Zip Code

By: _____
Signature

Susan T. West

Printed Name

Chief Executive Officer

Title

Date

By: _____
Signature

Printed Name

Title

Date

ATTACHMENT XIV: CURRENT CLINICAL PROGRAMS

Commercial & EGWP:

1. Step Therapy: Encourages the utilization of first line, high value drug choices prior to the use of less cost-effective alternatives. Intervention therapeutic categories include:
 - Anti-ulcer Proton Pump Inhibitors
 - Sedative Hypnotics
 - Antihypertensive Angiotensin Receptor Antagonist (ARBs)
 - Anti-diabetic Agents
 - Male Hormone Replacement
 - Female Hormone/Estrogen Replacement
 - Antimigraine Triptans
 - Benign Prostatic Hypertrophy (BPH)
 - Allergy/Asthma Leukotriene Receptor Antagonist
 - Allergy-Antihistamine
 - HMG/Lipotropic Cholesterol Lowering
 - Non-steroidal Anti-inflammatory Drug (NSAID/COX II)
 - Osteoporosis/Bone Resorption Inhibitors
 - Allergy Nasal Corticosteroids
 - Contraceptives
 - Anti-depressants
 - Others as determined by OGB

2. Quantity Limits: Discourages excessive and inappropriate utilization leading to more cost-effective use of the prescription drug program. Intervention therapeutic categories include:
 - Impotence/ Erectile Dysfunction
 - Osteoporosis/Bone Resorption Inhibitors
 - Male Hormone Replacement
 - Female Hormone/Estrogen Replacement
 - Allergy-Antihistamine
 - Allergy Nasal Corticosteroids
 - HMG/Lipotropic Cholesterol Lowering
 - Antimigraine Triptans
 - Anti-ulcer Proton Pump Inhibitors
 - Anti-nausea Anti-vertigo Agents
 - Anti-depressants
 - Sedative Hypnotics
 - Attention Deficit Hyperactivity Disorder ADHD/ADD
 - Asthma/COPD
 - Others as determined by OGB

3. Prior Authorization: Ensures that medications having a higher potential for inappropriate use are utilized in a cost-effective and/or safer manner. Intervention therapeutic categories include:
 - Testosterone
 - Growth Hormones
 - Immune System Biologics
 - White Blood Cell Stimulants
 - Hepatitis – C Agents
 - Epoetin/Red Blood Cell Stimulants
 - CNS Stimulants for Sleep Disorders
 - Pulmonary Artery Hypertension Agents
 - Others as determined by OGB
4. Age and Gender Edit: Discourages inappropriate utilization leading to more cost-effective use of the prescription due program. Intervention therapeutic categories include:
 - Acne Vitamin A (Retin-A)
 - Cough & Cold <2 years old
 - Impotence/Erectile Dysfunction
 - Benign Prostatic Hypertrophy (BPH)
 - Others as determined by OGB
5. Standard Retrospective Drug Use Evaluation: Quality focused physician outreach program reporting focusing on care quality and safety management by incorporating the identification of eligible Plan Participants utilizing medications in a manner suggesting less than optimum drug therapy utilization with template communication to prescriber requesting a reassessment of therapy.
6. Acetaminophen Safety Edit: Discourages dispensing of unsafe daily doses of acetaminophen (APAP). The module will deny claims for a new acetaminophen containing prescription in instances where Plan Participants would otherwise receive total daily doses in excess of 4gm/day across multiple claims.
7. Opiate Overutilization: Identify Plan Participants receiving >120mg morphine-equivalent doses (MED) per day of opiates for over ninety (90) consecutive days AND have three (3) or more prescribers and using three (3) or more pharmacies in the previous twelve (12) months.
8. Polypharmacy: Identify Plan Participants receiving ten (10) or more unique, chronic medications from three (3) or more prescribers in a three (3) month timeframe.
9. Patent Exclusivity Management (Brand over Generic): Directs coverage to Brand during Generic exclusivity period if the Brand net rebates are less expensive to the Plan. Designed to control costs during Generic exclusivity periods by taking advantage of these types of market opportunities.
 - Nexium-ended 12.31.15 (OGB excluded Brand Proton Pump Inhibitors (“PPI”) effective 1.1.16)

- Concerta
 - Adderall XR
10. Drug Exclusions: Excludes drugs or drug classes based on clinical review of Plan experience, including:
 - Glumetza excluded 12.1.15 (commercial only)
 - Sinelee, Qroxin, menthol containing pain patches (commercial and EGWP 12.1.15)
 - Brand and OTC PPIs (PPI strategy)
 - Medical foods
 - OTCs with prescription equivalents
 - Part B drugs for EGWP (covered under part D) 1/1/2016
 11. Compound Strategy: Requires prior authorization for compound prescriptions with Plan cost greater than \$400 and excludes bulk chemicals.
 12. Dispense as Written Difference: Charges Plan Participant difference between Brand and Generic if they choose Brand name drug when Generic is available.
 13. Pharmacy Vaccine Services: Provide the Flu vaccine program at participating pharmacies.
 14. Diabetic Management Program: Administer OGB's diabetic supplies and monitors managed by Blue Cross and Blue Shield of Louisiana's In Health: Blue Health Services. Blue Cross and Blue Shield of Louisiana (or other vendor under contract with OGB during the term of this Contract) may change its preferred diabetes program suppliers in conjunction with OGB with thirty (30) days prior written notice.
 15. Standard Concurrent Drug Utilization Review: Provide standard Firstbank concurrent online drug utilization review to participating pharmacies for all claims submitted electronically at the point of sale via the online claims adjudication system.

EGWP Only:

16. High Risk Medications in the Elderly: Identify Plan Participants 65 and older receiving at least one medication considered high-risk in the elderly in the previous 3-month period.
17. Diabetes/Lipids: Identify Plan Participants with a surrogate marker for diabetes and hypertension but without a claim for a Renin-Angiotensin System ("RAS") in the previous 3-month period.

ATTACHMENT XV: CURRENT GROUP STRUCTURE

Commercial:

OGB01 = Magnolia Local Plus OGB02 = Magnolia Open Access

OGB03 = Pelican HRA 1000 OGB04 = Magnolia Local

HQ	Group No	Div No	Group Name	Group Effective Date	Group Term Date
OGB01	OGB01A15	001	INSURED ONLY - RETIRED ON OR AFTER 20150301	20160101	
OGB01	OGB01A15	002	INSURED PLUS 1 - RETIRED ON OR AFTER 20150301	20160101	
OGB01	OGB01A15	003	INSURED PLUS CHILDREN - RETIRED ON OR AFTER 20150301	20160101	
OGB01	OGB01A15	004	INSURED PLUS FAMILY - RETIRED ON OR AFTER 20150301	20160101	
OGB01	OGB01B15	001	INSURED ONLY - RETIRED BEFORE 20150301	20160101	
OGB01	OGB01B15	002	INSURED PLUS 1 - RETIRED BEFORE 20150301	20160101	
OGB01	OGB01B15	003	INSURED PLUS CHILDREN - RETIRED BEFORE 20150301	20160101	
OGB01	OGB01B15	004	INSURED PLUS FAMILY - RETIRED BEFORE 20150301	20160101	
OGB02	OGB02A15	001	INSURED ONLY - RETIRED ON OR AFTER 20150301	20160101	
OGB02	OGB02A15	002	INSURED PLUS 1 - RETIRED ON OR AFTER 20150301	20160101	
OGB02	OGB02A15	003	INSURED PLUS CHILDREN - RETIRED ON OR AFTER 20150301	20160101	
OGB02	OGB02A15	004	INSURED PLUS FAMILY - RETIRED ON OR AFTER 20150301	20160101	
OGB02	OGB02B15	001	INSURED ONLY - RETIRED BEFORE 20150301	20160101	
OGB02	OGB02B15	002	INSURED PLUS 1 - RETIRED BEFORE 20150301	20160101	
OGB02	OGB02B15	003	INSURED PLUS 2 - RETIRED BEFORE 20150301	20160101	
OGB02	OGB02B15	004	INSURED PLUS 3 - RETIRED	20160101	

			BEFORE 20150301		
OGB02	OGB02B15	005	INSURED PLUS 4 - RETIRED BEFORE 20150301	20160101	
OGB02	OGB02B15	006	INSURED PLUS 5 - RETIRED BEFORE 20150301	20160101	
OGB02	OGB02B15	007	INSURED PLUS 6 - RETIRED BEFORE 20150301	20160101	
OGB02	OGB02B15	008	INSURED PLUS 7 - RETIRED BEFORE 20150301	20160101	
OGB02	OGB02B15	009	INSURED PLUS 8 - RETIRED BEFORE 20150301	20160101	
OGB02	OGB02B15	010	INSURED PLUS 9 - RETIRED BEFORE 20150301	20160101	
OGB02	OGB02B15	011	INSURED PLUS 10 - RETIRED BEFORE 20150301	20160101	
OGB02	OGB02B15	012	INSURED PLUS 11 OR MORE - RETIRED BEFORE 20150301	20160101	
OGB03	OGB03A15	001	INSURED ONLY - RETIRED ON OR AFTER 20150301	20160101	
OGB03	OGB03A15	002	INSURED PLUS 1 - RETIRED ON OR AFTER 20150301	20160101	
OGB03	OGB03A15	003	INSURED PLUS CHILDREN - RETIRED ON OR AFTER 20150301	20160101	
OGB03	OGB03A15	004	INSURED PLUS FAMILY - RETIRED ON OR AFTER 20150301	20160101	
OGB03	OGB03B15	001	INSURED ONLY - RETIRED BEFORE 20150301	20160101	
OGB03	OGB03B15	002	INSURED PLUS 1 - RETIRED BEFORE 20150301	20160101	
OGB03	OGB03B15	003	INSURED PLUS CHILDREN - RETIRED BEFORE 20150301	20160101	
OGB03	OGB03B15	004	INSURED PLUS FAMILY - RETIRED BEFORE 20150301	20160101	
OGB04	OGB04A15	001	INSURED ONLY - RETIRED ON OR AFTER 20150301	20160101	
OGB04	OGB04A15	002	INSURED PLUS 1 - RETIRED ON OR AFTER 20150301	20160101	
OGB04	OGB04A15	003	INSURED PLUS CHILDREN - RETIRED ON OR AFTER 20150301	20160101	
OGB04	OGB04A15	004	INSURED PLUS FAMILY - RETIRED ON OR AFTER 20150301	20160101	

OGB04	OGB04B15	001	INSURED ONLY - RETIRED BEFORE 20150301	20160101	
OGB04	OGB04B15	002	INSURED PLUS 1 - RETIRED BEFORE 20150301	20160101	
OGB04	OGB04B15	003	INSURED PLUS CHILDREN - RETIRED BEFORE 20150301	20160101	
OGB04	OGB04B15	004	INSURED PLUS FAMILY - RETIRED BEFORE 20150301	20160101	

EGWP:

MGS05 = Magnolia Local Plus MGS06 = Magnolia Open Access
MGS07 = Pelican HRA 1000 MGS08 = Magnolia Local

HQ	Group No	Div No	Group Name	Group Effective Date	Group Term Date
MGS05	MGS05NBA15	001	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS05NBA15	20160101	
MGS05	MGS05NBA15	002	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS05NBA15	20160101	
MGS05	MGS05NBA15	003	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS05NBA15	20160101	
MGS05	MGS05NBA15	004	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS05NBA15	20160101	
MGS05	MGS05NBB15	001	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS05NBB15	20160101	
MGS05	MGS05NBB15	002	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS05NBB15	20160101	
MGS05	MGS05NBB15	003	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS05NBB15	20160101	
MGS05	MGS05NBB15	004	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS05NBB15	20160101	
MGS05	MGS05WBA15	001	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS05WBA15	20160101	
MGS05	MGS05WBA15	002	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS05WBA15	20160101	
MGS05	MGS05WBA15	003	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS05WBA15	20160101	
MGS05	MGS05WBA15	004	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS05WBA15	20160101	
MGS05	MGS05WBB15	001	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS05WBB15	20160101	
MGS05	MGS05WBB15	002	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS05WBB15	20160101	

			STATE OF LA - MGS05WBB15		
MGS05	MGS05WBB15	003	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS05WBB15	20160101	
MGS05	MGS05WBB15	004	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS05WBB15	20160101	
MGS06	MGS06NBA15	001	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06NBA15	20160101	
MGS06	MGS06NBA15	002	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06NBA15	20160101	
MGS06	MGS06NBA15	003	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06NBA15	20160101	
MGS06	MGS06NBA15	004	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06NBA15	20160101	
MGS06	MGS06NBB15	001	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06NBB15	20160101	
MGS06	MGS06NBB15	002	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06NBB15	20160101	
MGS06	MGS06NBB15	003	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06NBB15	20160101	
MGS06	MGS06NBB15	004	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06NBB15	20160101	
MGS06	MGS06NBB15	005	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06NBB15	20160101	
MGS06	MGS06NBB15	006	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06NBB15	20160101	
MGS06	MGS06WBA15	001	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06WBA15	20160101	
MGS06	MGS06WBA15	002	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06WBA15	20160101	
MGS06	MGS06WBA15	003	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06WBA15	20160101	
MGS06	MGS06WBA15	004	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06WBA15	20160101	
MGS06	MGS06WBB15	001	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06WBB15	20160101	
MGS06	MGS06WBB15	002	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06WBB15	20160101	
MGS06	MGS06WBB15	003	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06WBB15	20160101	
MGS06	MGS06WBB15	004	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06WBB15	20160101	
MGS06	MGS06WBB15	005	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06WBB15	20160101	
MGS06	MGS06WBB15	006	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS06WBB15	20160101	

MGS07	MGS07NBA15	001	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS07NBA15	20160101	
MGS07	MGS07NBA15	002	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS07NBA15	20160101	
MGS07	MGS07NBA15	003	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS07NBA15	20160101	
MGS07	MGS07NBA15	004	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS07NBA15	20160101	
MGS07	MGS07NBB15	001	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS07NBB15	20160101	
MGS07	MGS07NBB15	002	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS07NBB15	20160101	
MGS07	MGS07NBB15	003	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS07NBB15	20160101	
MGS07	MGS07NBB15	004	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS07NBB15	20160101	
MGS07	MGS07WBA15	001	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS07WBA15	20160101	
MGS07	MGS07WBA15	002	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS07WBA15	20160101	
MGS07	MGS07WBA15	003	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS07WBA15	20160101	
MGS07	MGS07WBA15	004	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS07WBA15	20160101	
MGS07	MGS07WBB15	001	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS07WBB15	20160101	
MGS07	MGS07WBB15	002	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS07WBB15	20160101	
MGS07	MGS07WBB15	003	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS07WBB15	20160101	
MGS07	MGS07WBB15	004	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS07WBB15	20160101	
MGS08	MGS08NBA15	001	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS08NBA15	20160101	
MGS08	MGS08NBA15	002	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS08NBA15	20160101	
MGS08	MGS08NBA15	003	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS08NBA15	20160101	
MGS08	MGS08NBA15	004	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS08NBA15	20160101	
MGS08	MGS08NBB15	001	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS08NBB15	20160101	
MGS08	MGS08NBB15	002	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS08NBB15	20160101	
MGS08	MGS08NBB15	003	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS08NBB15	20160101	

			STATE OF LA - MGS08NBB15		
MGS08	MGS08NBB15	004	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS08NBB15	20160101	
MGS08	MGS08WBA15	001	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS08WBA15	20160101	
MGS08	MGS08WBA15	002	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS08WBA15	20160101	
MGS08	MGS08WBA15	003	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS08WBA15	20160101	
MGS08	MGS08WBA15	004	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS08WBA15	20160101	
MGS08	MGS08WBB15	001	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS08WBB15	20160101	
MGS08	MGS08WBB15	002	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS08WBB15	20160101	
MGS08	MGS08WBB15	003	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS08WBB15	20160101	
MGS08	MGS08WBB15	004	OFFICE OF GROUP BENEFITS - STATE OF LA - MGS08WBB15	20160101	

Note: The Current Group Structure includes specification data furnished by OGB's incumbent contractor.