

# **STATE OF LOUISIANA**

## **CONTRACT**

On this 12th day of October, 2015, the State of Louisiana, Division of Administration, Office of Group Benefits, 1201 N. 3<sup>rd</sup> Street, Suite G-159, Baton Rouge, LA 70802, hereinafter sometimes referred to as the "OGB," and New Orleans Regional Physician Hospital Organization, Inc., d/b/a Peoples Health, 3838 N. Causeway Blvd., Suite 2200, Metairie, LA 70002, 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**

New Orleans Regional Physician Hospital Organization, Inc., d/b/a Peoples Health, shall offer a Medicare Advantage Plan including Medicare Part D prescription drug benefits for Medicare eligible Retirees in parishes approved by the Centers for Medicare and Medicaid Services (CMS) for all regions within the State of Louisiana. These services shall include, at a minimum, all services specified in Attachment I: Scope of Services.

#### **1.2 STATEMENT OF WORK**

The Contract includes the following Attachments I, II, III, IV, V, and VI.

#### **1.3 GOALS AND OBJECTIVES**

The goals and objectives of this Contract are as follows:

1. To fulfill OGB's delegated responsibility to serve the State of Louisiana by meeting the needs of its past, present, and future employees for an innovative approach to health, life, and related benefits.
2. To provide quality, cost-effective hospital, health care, and pharmacy services to Retirees.

#### **1.4 PERFORMANCE MEASURES**

The performance of the Contract will be measured by the Contract Supervisor. Attachment I: Scope of Services includes performance criteria and corresponding monetary penalties for Contractor's failure to comply with the identified criteria. The Contract Supervisor is authorized to evaluate the Contractor's performance against these criteria.

#### **1.5 MONITORING PLAN**

The Contract Supervisor will be the Medical and Pharmacy Group Benefits Manager who will monitor the services 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 and quarterly reports to the Contract Supervisor as specified in Attachment I.

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:

**Account Executive.** Contractor shall provide an Account Executive to provide day-to-day management of project tasks and activities, and coordination of Contractor's employees. The Account Executive shall possess the technical and functional skill and knowledge to direct all aspects of the Contract and must be experienced in working with large public sector accounts.

The Account Executive will have at least one (1) back-up staff member to handle the overall responsibility of the OGB program. The Account Executive shall be supported by an Account Management Team, including but not limited to, an Implementation Manager, Account Manager, Accounting Specialist, Senior Operations Specialist, and Compliance Analyst. The Account Executive will be subject to OGB review and approval. The Contractor shall designate one key person and at least one back-up staff member as the contacts to OGB for all daily operational questions related to operations.

Contractor will give OGB a minimum of sixty (60) days advance notice of any changes in the Account Executive, a description of training requirements for new team members, and a right to refuse any proposed Account Executive changes. Reasonable exceptions would apply in situations beyond the Contractor's control (e.g. resignation/termination with less than 60 days' notice.)

## **1.7 DELIVERABLES**

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in Attachment I: Scope of Services.

## **1.8 SUBSTITUTION OF KEY PERSONNEL**

In the event that any OGB or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to projects outside this Contract, outside of the OGB's or Contractor's reasonable control, as the case may be, the OGB or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in providing services. The Contractor will make every reasonable attempt to assign the personnel listed in the proposal.

## **1.9 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**

**Contractor** – Denotes the Proposer who is awarded a Contract as a result of this procurement and will have full responsibility and liability for the completion of all services and deliverables described herein.

**Retiree(s)** – Denotes Retirees and their eligible dependents who are entitled to benefits under the fully-insured plan, as identified in the eligibility data file prepared, maintained and delivered to the Contractor.

**OGB or State** – Denotes the State of Louisiana, Division of Administration, Office of Group Benefits.

**OSP** – Denotes the Office of State Procurement.

**Plan Document** – Denotes a formal written document for specified health benefits offered under the fully-insured plan offered by the Contractor.

**Proposal** – Denotes a response to a request for proposals.

**Protected Health Information (PHI)** – Refers to protected health information as defined by the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated by the U.S. Department of Health and Human Services, as amended from time to time.

**RFP** – Denotes a request for proposals.

**Shall, Must, or Will** – Denotes mandatory language; a requirement that must be met without alteration.

**Should, Can, or May** – Denotes desirable, non-mandatory language.

## **3 ADMINISTRATIVE REQUIREMENTS**

### **3.1 TERM OF CONTRACT**

This Contract shall become effective on January 1, 2016, and shall end on December 31, 2016. OGB has the option to renew the Contract for two (2) additional successive one-year terms with the concurrence of the Contractor and all appropriate approvals. The term of the Contract including renewals shall not exceed three (3) 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**

The Contract Supervisor will monitor the services provided by the Contractor. This person shall be the principal point of contact on behalf of the OGB and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract. The items OGB agrees to provide and be responsible for are specified in Attachment I: Scope of Services and Attachment IV: File Layout and Specifications.

### **3.3 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is 72-1267232.

### **3.4 PAYMENT TERMS**

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of \$7,000,000.00 (Seven Million Dollars) per one-year term of this Contract. The Contractor will submit proposed rates for each twelve (12)-month renewal option period, if an option to renew is exercised by OGB, no later than September 1st of the preceding year. Note: The base premium rates proposed for each twelve (12)-month renewal option period must be approved by the CMS. Additionally, the Contractor must be able to document with written certification from its actuary that the proposed rates for each twelve (12)-month renewal option are calculated on the basis of sound actuarial principles, reasonable in relation to the benefits provided and the population anticipated to be covered, and neither excessive nor deficient.

Payments are predicated upon successful completion and written approval by the OGB of the described services and deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract.

OGB shall impose no extraordinary restrictions on its Retirees who select a Louisiana HMO. Those selecting the Louisiana HMO option shall receive the same employer contributions provided under La.R.S.42:851, and the regulations issued thereunder, as participants who choose other options under the OGB plan of benefits.

The Contractor will invoice OGB on the 1st of each month for payment of premiums for services in accordance with the premium rate schedule provided in Attachment II. The invoice should include, at a minimum, plan description/name, time period covered, total billed amount detailed by class of coverage, and total number of Retirees. Payments will be made to the Contractor after written acceptance by the State and approval of the invoice. State will apply every reasonable effort to make payment within fifteen (15) calendar days of invoice approval, once all approvals required by law have been obtained. Payment will be made only upon approval of OGB's Chief Executive Officer, or designee.

### **3.5 PERFORMANCE GUARANTEES**

Contractor agrees to measure 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, twenty-five (25%) percent of Contractor's fees will remain at risk. All guarantees must be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days of the end of the calendar year.

Performance Guarantees: The Contractor will be subject to negotiated performance standards subject to a maximum penalty of twenty-five (25%) percent of the total contracted cost as identified in Attachment I: Scope of Services.

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

Measurement Periods: The first period to be measured shall be January 1, 2016 through December 31, 2016. The second period, subject to the renewal option, will be for calendar year 2017, and the third period, subject to the renewal option, will be for calendar year 2018. 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.

### **3.6 PERFORMANCE BOND**

The amount of the performance (surety) bond will be established following the annual enrollment period beginning in October 2015, and will be based on the premium payable for Retirees effective January 1, 2016. In the event that the parties agree to renew the Contract for any additional one-year terms, the amount of the bond for the renewal term will be adjusted following each annual enrollment period and will be based upon the premiums payable for Retirees at the commencement of the term.

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 (10%) percent of policyholders' surplus as shown in the in the latest printing of the A.M. Best's Key Rating Guide. In addition, the performance bond shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or in excess of the limit rated for a Louisiana domiciled insurance company with an A-rating by A.M. Best. Further, companies authorized by this paragraph who are not on the Treasury Department Specially Designated Nationals and Blocked Persons List shall not write a performance bond when the penalty exceeds fifteen (15%) percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Louisiana Department of Insurance.

The performance bond is to be provided within ten (10) working days prior to the start date of the Contract term. Failure to provide the performance bond within the time specified may cause this Contract to be cancelled.

## **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, the OGB may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon

in the Contract 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 the 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 the OGB written notice specifying the OGB's failure and a reasonable opportunity for the 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 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 and state 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 finally 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) 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.
- (f) 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. 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 39:1671-1672.4.

## **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 the 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 the 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. Upon receipt of five (5) business days' written notice, 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, at OGB's own expense, 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 receipt of five (5) business days' written notice from 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 the State of any payments declared to be improper or beyond the scope of the Contract. The State 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 the State and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the OGB and may be referred to 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"), until such time as the Records are returned to OGB. 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 Attachment V, Record Retention Schedule, and may be amended from time to time as deemed necessary by the OGB. To further ensure compliance with the Schedules and Louisiana retention laws and rules, Contractor agrees to abide by the processes outlined in Attachment VI, Imaging System Survey Compliance. Contractor shall return the Records to the OGB, at Contractor's expense, within seven (7) days of request at anytime or 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 the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit, or withhold State owned documents.

#### **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 the OGB's operations which are made available or become available to the Contractor in order to carry 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 the 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.

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

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

The Contractor and its subcontractors 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 shall provide the Contract Supervisor with immediate notification (not more than 24 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.

Nothing in this Contract shall be deemed to affect any rights an individual Retiree may have under any applicable state or federal law concerning the unauthorized access, use or disclosure of PHI.

#### **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, 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 this Section may not be "marked up" 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 the OGB. In no event shall the existence of a subcontract operate to release or reduce the

liability of the Contractor to the 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. Said policies shall not hereafter be canceled, permitted to expire, or be reduced without thirty (30) days' notice in advance to the OGB and consented to by the OGB in writing.

**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; 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 the OGB (the "Law"). After exhaustion of administrative remedies, venue of any action brought with regard to this Contract shall be in the Nineteenth (19<sup>th</sup>) 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 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 to, and cause its subcontractors to submit to, certain independent audits to ascertain that processes and controls related to the contracted service are operating properly if performing a key internal control. 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 the OGB with an exact copy of the SOC report resulting from the SSAE 16 engagement within thirty (30) calendar days of completion.

As an alternative to a SSAE 16 engagement and resulting SOC I, 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 supplementary statement containing facts that Contractor considers pertinent to the audit or engagement. The Contractor shall implement recommendations as suggested by the program review, audit, and/or SSAE 16 engagement within three (3) months of report issuance and at no cost to the OGB.

## 20 NOTICE

Any notice required or permitted by this Contract, unless otherwise specifically provided for in this Contract, shall be in writing and shall be deemed given upon receipt following delivery by: (i) a nationally reputable overnight carrier or hand delivery to OGB; or, (ii) registered or certified mail return receipt requested, and addressed as follows:

To Peoples Health: Carol A. Solomon, CEO  
Peoples Health  
3838 N. Causeway Blvd., Suite 2200  
Metairie, LA 70002

To OGB: Ms. Susan T. West, CEO  
Office of Group Benefits  
Post Office Box 44036  
Baton Rouge, LA 70804

or

Ms. Susan T. West, CEO  
Office of Group Benefits  
1201 N. 3<sup>rd</sup> Street, Suite G-159  
Baton Rouge, LA 70802

At any time, either party may change its addressee and/or address for notification purposes by mailing a notice stating the change and setting forth the new address.

## **21 BUSINESS ASSOCIATE ADDENDUM**

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

Contractor and its subcontractors are not a "Covered Entity" under HIPAA/HITECH(Health Information Technology for Economic and Clinical Health). 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 Attachment III, and made a part of this Contract. The parties understand that if additional agreements are required to be compliant as required under HIPAA and Law, the parties agree to 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 related to Contractor's non-compliance will be the sole responsibility of Contractor. Contractor shall require its subcontractors' 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 it shall require its subcontractors to comply with all HIPAA regulations throughout the term of the Contract with respect to Retirees' services, complaints, appeals determinations, notification of rights, and confidentiality. Contractor shall require all agreements with subcontractors to 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, Contractor shall not permit PHI to be disclosed to or used by any individual or entity outside of the territorial and jurisdictional limits of the fifty (50) United States of America.

## **22 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 her duties and responsibilities under Law, including, but not limited to, the Commissioner of Administration's authority in procurement matters.

## **23 CONTRACTOR ELIGIBILITY**

Contractor, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement 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 or debarment 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.

## **24 CLAIMS LIABILITY AND REIMBURSEMENT**

Contractor assumes full liability for funding all payments made for Plan claims on or after the termination of this Contract including payments remitted by Contractor to CMS in response to demand letters for the recovery of Medicare payments to Retirees. OGB shall not be responsible under any circumstances for ensuring Contractor's compliance with federal or state laws which may apply to the establishment and/or maintenance of those funds, or for advising Contractor of any such federal or state laws.

## **25 EMPLOYER GROUP WAIVER PLAN CONTRACT CLAUSES**

- a. If OGB subsidizes all or part of a Retiree's premium, then OGB agrees that:
  - (1) OGB will only subsidize different amounts for different classes of Retirees if such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly).
  - (2) The premium for each individual within a given Retiree class will not vary.
  - (3) The Medicare Part D premium charged to a Retiree will not be greater than the sum of his or her monthly beneficiary premium attributable to basic prescription drug coverage and 100% of the monthly beneficiary premium attributable to his or her non-Medicare Part D benefits (if any).
- b. If a low income premium subsidy is allocated to a Retiree, then OGB and Contractor agree:
  - (1) If the low income premium subsidy amount is less than the portion of the Part D premium paid by the Part D Retiree, Contractor will use its best efforts to advise the Retiree of the consequences of enrolling in the OGB's plan compared to enrolling in another plan where the monthly premium is equal to or below the low income premium subsidy amount.
  - (2) That the low income premium subsidy will be used to reduce the Retiree's premium by offsetting the amount of the low income premium subsidy from the Retiree's monthly premium. Contractor agrees to administer any low income premium subsidy offsets that may be owed to Retirees. OGB agrees to provide Contractor with any information that Contractor may need to process low income premium subsidy offsets for Retirees.
  - (3) To allocate low income premium subsidies within forty-five (45) days of receiving such payments from CMS.
- c. In the event OGB determines that a Retiree is no longer eligible for the plan administered by Contractor, or if the Contract is terminated, Contractor agrees to the following:
  - (1) Contractor will provide a Retiree with at least twenty-one (21) days of notice prior to the effective date of the disenrollment based on non-eligibility or at least

sixty (60) days written notice prior to termination of the Contract. The notice shall contain information on the following:

- (i) Other plan options offered by OGB for the Retiree and how to request enrollment,
- (ii) Options on how to select individual plans from Contractor or a different organization,
- (iii) That failure to make a new election will result in a disenrollment action, which will result in the Retiree being automatically enrolled in Original Medicare without drug coverage, and that the Retiree may be subject to a late enrollment penalty.

## **26 HEADINGS**

Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of Contractual language.

## **27 ENTIRE AGREEMENT**

This Contract, together with the RFP and addenda issued thereto by the OGB, the proposal submitted by the Contractor in response to the OGB's RFP, and any exhibits incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter hereof.

## **28 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.

*(Signature Page Follows)*

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

STATE OF LOUISIANA,  
DIVISION OF ADMINISTRATION  
OFFICE OF GROUP BENEFITS

BY: 

NAME: Susan T. West

TITLE: Chief Executive Officer

DATE: 10-29-15

NEW ORLEANS REGIONAL  
PHYSICIAN HOSPITAL  
ORGANIZATION, INC. d/b/a  
PEOPLES HEALTH

BY: 

NAME: Carol A. Solomon

TITLE: Chief Executive Officer

DATE: 10-28-2015



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## ATTACHMENT I: SCOPE OF SERVICES

### *Overview*

Contractor shall provide Medicare Advantage Health Maintenance Organization Plan coverage on a parish basis for Medicare eligible OGB retirees. This plan offering will be available to all eligible retirees who wish to choose such means of acquiring health care services. However, eligible retirees who enroll in the Plan are members of the OGB.

The OGB will determine eligibility of Retirees and manage benefit enrollment information using its online system. All enrollment documents, changes, and/or terminations will be processed by OGB including data entry into the billing and eligibility system and transferred to Contractor daily in the form of an electronic eligibility data file. The Contractor must accept, efficiently process, and report any errors or omissions back to OGB in a timely manner.

Contractor must agree to maintain identical eligibility requirements and continued coverage provisions as the OGB, which OGB may amend from time to time. It is anticipated that the enrollment period will be conducted annually beginning during the month of October or as required by the Patient Protection and Affordable Care Act ("PPACA") with an effective coverage date of January 1 of the following year to allow Medicare eligible OGB retirees to join a plan and/or change coverage without discrimination.

Upon request, the Contractor will work with other contractors offering Medicare Advantage Plans on behalf of OGB, the appointed OGB actuary, employees from the Division of Administration, and the OGB, which is responsible for managing the program.

### **Contractor will perform, at a minimum, the following tasks and services provided below.**

- Provide a Health Maintenance Organization (HMO) Physician and Hospital Provider Network to OGB Retirees, including but not limited to inpatient and outpatient hospital services (including hospital-based ancillary services), ambulatory surgical services (including ASC based ancillary services), physician services, mental/behavioral health, substance abuse services, prescription drugs, utilization management, medical management, and disease management (Asthma, Diabetes, Coronary Artery Disease, Chronic Obstructive Pulmonary Disease and Chronic Heart Failure).
- Provide at least 45 days advance written notification to OGB and Retirees covered under the plan of any change in provider networks by parish and specialty that will effect a 1% or greater change in the number of providers in the network or a disruption that would impact 3% or greater of Retirees. Written communications to Retirees will be subject to OGB's approval prior to distribution.
- Provide a network of primary, specialty, and ancillary care providers within sixty (60) miles of each Retiree's address.
- Process premium refunds to Low Income Subsidy (LIS) members enrolled in Medicare Advantage Part D plans on behalf of OGB.
- Consult with OGB with regard to benefits provided under the Plan. No changes to said Plan shall be made during the term of the resulting Contract without the prior written consent of OGB.

- Accept enrollment information daily from OGB or its designated agent in electronic format and enroll Retirees to receive benefits in accordance with plan provisions.
- Staff and maintain a dedicated customer service unit and phone line to assist Retirees with questions on claims, benefits, and networks. Furnish a toll-free telephone number for incoming customer service calls, including telephone technology for the hearing impaired. The customer service unit must be available for annual and any special enrollment periods.
- Provide knowledgeable staff to attend state-wide annual and any special enrollment meetings and informational meetings as scheduled by OGB.
- Design, update, print, and/or mail all Retiree communication materials (i.e., provider directories, summary plan documents, education materials, etc.), advertisements and marketing materials. All such materials will be subject to OGB's approval prior to distribution. The cost of preparation and distribution of any and all Retiree communications or promotional materials are included in the fixed monthly premium.
- Facilitate management of the health care services afforded OGB's Retirees under the plan, including but not limited to authorization services, discharge planning, verification of provided services, utilization management and quality assurance.
- Maintain and provide 24/7 access to online portal for Retirees and OGB for activities such as claims submission, account monitoring, order replacement identification card, self-care information, provider directories, plan document, Schedule of Benefits, Summary of Benefits, formulary, reporting, communications approved and requested by OGB, and any other information required by state and federal laws. All outages in excess of one (1) hour must be reported to the Contract Supervisor.
- Contractor accepts OGB's standard file layout in Attachment IV, File Layout and Specifications.
- Medical Claims Administration to include, but not limited to: process claims and remit timely payment to providers in accordance with the applicable law; furnish to any claimant notices of payment, explanation of benefits, and/or denials for claims; provide review of Retirees' appeals and grievances; maintain medical and carved out pharmacy claims for integrated Medical/Rx out of pocket maximum accumulation; and adjudicate and process all claims with service dates prior to termination date, if requested by OGB.
- Submit standardized reports and/or data to OGB for the purpose of evaluating Retiree demographics, financial experience, and other aspects of the Contractor's performance. Format and layout must be approved by OGB.
- Prepare and distribute required membership materials to each new Retiree within thirty (30) days of receipt of confirmation from OGB as to the validity of the enrollment application:
  1. A Plan Document, which includes information on all covered services, including, but not limited to: benefits, limitations, exclusions, copayments, coinsurances and deductibles, policies and procedures for utilizing clinical and administrative services, conditions under which an individual's membership may be terminated, procedures for registering complaints or filing grievances against the Contractor or any providers participating in a contractual agreement with the Contractor as mandated by CMS and/or state and federal law.

2. Directions to access an online directory of providers, which includes all physicians, hospitals and specialty facilities. Hard copies of provider directories and certificates of coverage must be available upon request.
  3. One identification card to each Retiree. Additional cards for a family member or replacement cards shall be provided upon request at no additional charge to OGB or the Retiree.
  4. Summary of Benefits and Coverage (SBC) and Uniform Glossary, as required by the federal PPACA, CMS and/or state law and/or rules and regulations promulgated pursuant thereto. Provide printed SBC documents to OGB for distribution to eligible but not enrolled Retirees.
- Provide a Wellness Program that includes the following components:
    - 24/7 online program for Retirees and administration
    - Preventive care tracking
    - Biometric data collection – onsite and PCP
    - Health coaching capabilities
    - Incentive tracking capabilities

### ***Deliverables***

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

- Within fifteen (15) business days after the first of each month, Contractor shall submit reports which demonstrate Retiree demographics, financial experience, and other aspects of the Contractor's performance identified by OGB to include, but not limited to:
  - **Financial Experience:** Premium Income and Claims Utilization Experience.
  - **Average Speed to Answer:** Average lag time to answer by live voice; percentage of Retirees who wait over 60 seconds to speak with a live customer service rep.
  - **Abandon Call Rate:** Percentage of calls where the caller hangs up before speaking to a live voice.
  - **Inquiry Timeliness:** Percentage of inquiries answered within seven (7) business days.
  - **Claims Financial Accuracy:** Percentage of claims paid correctly – dollar amount only.
  - **Claims Accuracy:** Percentage of claims paid correctly the first time.
  - **Claims Process Time:** Percentage of electronic and non-electronic claims paid within thirty (30) days of receipt.
  - **Eligibility Posting Timeliness:** Percentage of membership files updated within two (2) business days of the receipt of the OGB enrollment file.
  - **ID Card Timeliness:** Percentage of new Retirees who have ID cards issued prior to their effective date of coverage.
  - **PCP Turnover Rate:** Percentage of PCPs leaving the network by regional and specialty voluntarily or involuntarily during the month.
  - **Open PCP/Participant Ratio:** Ratio of open PCPs accepting new Retirees to actual Retirees.

- **Grievance Log:** Number of appeals and grievances filed during the month. A detailed report is required listing all appeals and grievances and the current status of each.
- Submit annual Service Organization Control (SOC 1), Type II report resulting from SSAE 16 engagement no later than September 30 of each Contract year and/or other independent assurances approved by OGB.
- Submit quarterly report that captures operational performance guarantees on a client-specific basis and report OGB's data within forty-five (45) calendar days after close of the quarter reporting. All performance guarantees will be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of the calendar year.
- Provide client-specific ad hoc reports within thirty (30) days of OGB request that will include data related to Contractor's operating performance and health outcomes of OGB's Retirees.

### ***Performance Guarantees***

The following performance guarantees are the minimum acceptable standards for the Contract. These metrics shall be reported quarterly and reconciled on an annual basis unless another time period is agreed to between OGB and Contractor.

<b>Service Level</b>	<b>Fees at Risk Per Calendar Year</b>
<b><u>Annual Enrollment Meetings:</u></b> 100% attendance of state-wide annual and any special enrollment meetings.	\$1,000 per annual or special enrollment meeting missed
<b><u>Average Speed to Answer:</u></b> Sixty (60) seconds or less. The Average Speed to Answer means the average speed for answering of the customer service telephone line by a “live” representative each plan quarter.	6.25%
<b><u>Abandon Call Rate:</u></b> 5.0% or less of all incoming calls received will be abandoned. Abandon Call Rate means the number of incoming telephone calls received by the customer service telephone line which are abandoned by the caller after a selection is made either to the Interactive Voice Response Unit or Call Representative, divided by the total number of incoming calls received by the customer service telephone line during such plan quarter.	6.25%
<b><u>Eligibility Posting Timeliness:</u></b> 98% of electronically transmitted eligibility updates shall be posted to the Contractor’s system within two (2) business days of receipt.	6.25%
<b><u>Required Membership Materials Distribution:</u></b> 100% of required membership materials shall be distributed by Contractor to each new Retiree within thirty (30) days of receipt of confirmation from OGB as to the validity of the enrollment application.	6.25%

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**ATTACHMENT II: PREMIUM RATE SCHEDULE**

The monthly premium listed below is fully burdened and inclusive of all Contract costs and expenses. Commissions or finder's fees are not payable under this Contract. The Contractor will submit proposed rates for each 12 month renewal option period no later than September 1<sup>st</sup> of the preceding year. Note: The base premium rates proposed for each twelve (12)-month renewal option period must be approved by CMS. Additionally, the Contractor must be able to document with a written certification from its actuary that the proposed rates for each twelve (12) month renewal option is calculated on the basis of sound actuarial principles, reasonable in relation to the benefits provided and the population anticipated to be covered, and neither excessive nor deficient.

**January 1, 2016 – December 31, 2016**

<b>Plan Offerings</b>	<b>Fixed Monthly Premium (Per Enrollee Per Month)</b>
HMO-POS	\$242.00

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**ATTACHMENT III: PROTECTED HEALTH INFORMATION  
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 9<sup>th</sup> day of October, 2015 (the "Effective Date"), by and between New Orleans Regional Physician Hospital Organization, Inc., d/b/a Peoples Health, ("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 dated \_\_\_\_\_, 2015, entered into between Covered Entity and Business Associate (the "Agreement").

WHEREAS, pursuant to the Agreement, Business Associate performs functions or activities 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 shall not, and shall ensure that its directors, officers, employees, contractors, subcontractors, and agents do not, use or disclose PHI other than 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 42 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 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 as soon as possible, but no later than within 2 calendar days of the unauthorized use, disclosure, or breach. 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 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, Covered Entity shall have the right to control Business Associate's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within five (5) business days of receipt of 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

NEW ORLEANS REGIONAL  
PHYSICIAN HOSPITAL  
ORGANIZATION, INC. d/b/a  
PEOPLES HEALTH

BY: 

BY: 

NAME: Susan T. West

NAME: Carol A. Solomon

TITLE: Chief Executive Officer

TITLE: Chief Executive Officer

DATE: 10-29-15

DATE: 10-28-2015



## ATTACHMENT IV: FILE LAYOUT AND SPECIFICATIONS

The Contractor shall receive an Eligibility File (Appendix A-1) from OGB. The file shall be constructed using the layout as described in Appendix A-1. The file from OGB shall be sent electronically using FTP (File Transfer Protocol) and WILL be encrypted using PGP (Pretty Good Privacy). This file shall be received the evening of every work day by the Contractor and posted to the Contractor's system before the next day. It will contain the Contractor's entire membership plus any terminations inputted in the last two months.

Appendix A-1 Eligibility File						
FIELD	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION	
1	CONTRACT HOLDER'S SSN	A/N	9	001-009	CONTRACT HOLDER'S SSN	
2	MEMBER LAST NAME	A/N	20	010-029	MEMBER LAST NAME	
3	MEMBER FIRST NAME	A/N	15	030-044	MEMBER FIRST NAME	
4	MEMBER MIDDLE INITIAL	A/N	1	045-045	MEMBER MIDDLE INITIAL	
5	ADDRESS 1	A/N	35	046-080	ADDRESS LINE 1	
6	ADDRESS 2	A/N	35	081-115	ADDRESS LINE 2	
7	CITY	A/N	30	116-145	CITY	
8	STATE	A/N	2	146-147	STATE	
9	ZIP CODE	A/N	13	148-160	ZIP CODE	
10	BIRTH DATE	A/N	8	161-168	CCYMMDD	
11	PLAN EFFECTIVE DATE	A/N	8	169-176	CCYMMDD- EARLIEST EFFECTIVE DATE OF UNINTERRUPTED COVERAGE WITHIN THE HEALTH PLAN/RATE TABLE/COVERAGE LEVEL COMBINATION.	
12	TERMINATION DATE	A/N	8	177-184	CCYMMDD- BLANK IF ACTIVE	
13	CLIENT / AGENCY CODE	A/N	8	185-192	CODE CLIENT /AGENT	
14	SUB CLIENT / SECTION OF AGENCY	A/N	4	193-196	SUB CLIENT OR SECTION AGENCY	
15	TYPE OF COVERAGE	A/N	1	197-197	"E" - MEMBER ONLY "C" - MEMBER AND CHILD(REN) "S" - MEMBER AND SPOUSE "F" - FAMILY	
16	MEDICARE A PRIMARY EFFECTIVE DATE	A/N	8	198-205	CCYMMDD(CAN BE BLANK)	
17	MEDICARE B PRIMARY EFFECTIVE DATE	A/N	8	206-213	CCYMMDD(CAN BE BLANK)	

18	SEX CODE	A/N	1	214-214	MALE OR FEMALE(M/F)
19	STUDENT DATE	A/N	8	215-222	CCYYMMDD(CAN BE BLANK)
20	RELATION CODE	A/N	2	223-224	01 - ENROLLEE 02 - SPOUSE 03 - CHILDREN OR OTHER DEPENDENTS
21	TRANSACTION DATE	A/N	8	225-232	CCYYMMDD
22	AGENCY EMPLOYMENT DATE	A/N	8	233-240	CCYYMMDD
23	PREEXISTING TERMINATION DATE	A/N	8	241-248	CCYYMMDD- PREEXISTING TERMINATION DATE(CAN BE BLANK)
24	CONTRACT HOLDER PHONE	A/N	12	249-260	
25	ENROLLEE STATUS FIELD	A/N	1	261-261	C - FOR THE WHOLE FAMILY IF THE SUBSCRIBER IS ON COBRA R- FOR THE SUBSCRIBER AND SPOUSE IF THE SUBSCRIBER IS RETIRED AND ACTIVE FOR THE CHILDREN A-FOR THE WHOLE FAMILY IF THE SUBSCRIBER IS ACTIVE
26	HANDICAPPED INDICATOR	A/N	1	262-262	"Y" = YES "N" = NO
27	MARRIAGE DATE	A/N	8	263-270	CCYYMMDD(CAN BE BLANK)
28	HIC NUMBER	A/N	12	271-282	MEDICARE CARD NUMBER.
29	COB DATE	A/N	8	283-290	CCYYMMDD- BEGINNING COVERAGE BY OTHER CARRIER NOT INCLUDING MEDICARE.
30	MEDICARE PRIMARY	A/N	1	291-291	"Y" = YES "N" = NO
31	MEMBER SSN	A/N	9	292-300	MEMBER SSN
32	RETIREE 100	A/N	1	301-301	SWITCH IS ALWAYS BLANK FOR DEPENDENTS Y/N
32	LAST CHANGE DATE	A/N	8	302-309	CCYYMMDD- DATE THE ENROLLMENT RECORD WAS LAST CHANGED
33	MEMBER RECORD ID	A/N	8	310-317	OGB INTERNAL ID

34	CLAIM PAYMENT STOP DATE	A/N	8	318-325	CCYYMMDD- DATE BEYOND WHICH CLAIMS SHOULD NOT BE PAID BECAUSE OF NON-PAYMENT OF PREMIUMS
35	RATE TABLE	A/N	2	326-327	AC - ACTIVE CB - COBRA CD - COBRA DISABILITY CP - COBRA PART-TIME CS - COBRA STATE SUBSIDIZED R1 - RETIRED MEDICARE 1 R2 - RETIRED MEDICARE 2 RN - RETIRED NO MEDICARE THIS FIELD IS ALWAYS BLANK FOR DEPENDENTS
36	PLAN	A/N	4	328-331	
37	DRUG ACCUM	N	10	342-351	9999999.99 LEADING SPACES: SUM OF DRUG CLAIMS PAID. INCLUDED IN LIFETIME ACCUM.

# ATTACHMENT V: RECORDS 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

SS ARC 502 (01/13) **22014-620**  
 Page 1 of 7

Agency No: **003 005** Agency / Division / Section: **Division of Administration / Office of Group Benefits - Administration- HIPAA**

Indicate Use of Form  
 ORIGINAL SUBMISSION  
 RENEWAL  
 REPLACEMENT PAGE  
 ADDENDUM PAGE

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 - June 30)  
 CY - Calendar Year (Jan 1 - Dec 31)  
 AY - Academic Year (Aug 1 - July 31)  
 FFY - Federal Fiscal Year (Oct 1 - Sept 30)  
 MO - Months WK - Week DY - Day(s)  
 PIRM - Perminant

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 Codes:  
 V - Vital  
 I - Important  
 U - Useful

Agency Approvals:  
 Agency Approval: *[Signature]* Date Signed: **12-18-14**  
 Secretary of State, State Archives & Records Services: *[Signature]* Date Approved: **12/18/14**

Records Retention Schedule

Item Number	Records Series Title	Retention Period		Total Retention	Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage						
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/printed ceased
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	9 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

Permitted Retention Period Abbreviations  
 ACT - Active Period (when used define term in remarks column)  
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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  
 Y - Yes  
 N - No

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

Agency Abbreviations

Agency Approval: *[Signature]*  
 Date Signed: 12-30-14  
 Secretary of State, State Archives & Records Services  
 Date Approved: 1/9/15

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

Http://www.sos.la.gov

### Records Retention Schedule

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Agency Abbreviations
		In Office	In Storage	Total Retention					
1	Special order forms, Personnel Action Requests, Travel Requisition/Expense reports, requisitions and related correspondence/memos.	ACT + 2 CY	1 CY	ACT + 3 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	ACT + 3 CY	M	S	Y	I	ACT = until end of the CY in which created or received.
3	Supervisor Files	ACT + 1 CY	1 CY	ACT + 2 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	ACT + 5 CY	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, Overtime documentation and related correspondence/memos	ACT + 2 CY	3 CY	ACT + 5 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	ACT + 3 CY	M	S	Y	I	ACT = until end of CY created or received
7	Budget records	ACT + 5 CY		ACT + 5 CY	P	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	ACT + 10 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		ACT + 3 CY	M	S	N	V	ACT = until end of CY in which contract is awarded

Permitted Retention Period Abbreviations  
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Security Status Codes  
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 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)

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

State Records Center Use  
 Y - Yes  
 N - No

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**

Http://www.sos.la.gov

Indicate Use of Form  
 ORIGINAL SUBMISSION  
 RENEWAL  
 REPLACEMENT PAGE  
 ADDENDUM PAGE

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

Secretary of State, State Archives & Records Services

Date Approved

### Records Retention Schedule

Agency No:                      Agency / Division / Section: Division of Administration / Office of Group Benefits/ Flexible Benefits and Imaging Services

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
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

Permitted Retention Period Abbreviations  
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State Records Center Use  
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Agency Abbreviations

Agency Approval: 

Date Signed: 01/18/14

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

Date Approved: 01/18/14

**Records Retention Schedule**

Http://www.sos.la.gov

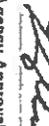
Indicate Use of Form  
 ORIGINAL SUBMISSION  
 RENEWAL  
 REPLACEMENT PAGE  
 ADDENDUM PAGE

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	M	R	N	V	ACT = until end of CY in which agency ceases to operate
3	Hospital Audits, Statistical Reports and Work papers	ACT + 10 CY	PERM	PERM	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	PERM	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	PERM	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	PERM	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	PERM	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  
 Y - Yes  
 N - No  
 Vital Record Identification Code  
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 I - Important  
 U - Useful

Agency Abbreviations

Agency Approval  


Date Signed  
 12-18-14

Secretary of State, State Archives & Records Services  


Date Approved  
 12-18-14





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## ATTACHMENT VI: 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.gov<sup>1</sup>, 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 series<sup>2</sup> 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 90 days of the change. To ensure compliance with this rule, Contractor shall notify the Records Officer of these changes within 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 V) 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](mailto:disposals@sos.louisiana.gov) with "EDR\_I2014-009 OGB [Peoples Health]" in the subject line, carbon copy to the Records Officer, 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>.

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

<sup>2</sup> 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 retention schedules, Attachment V.