

Office of State Procurement
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

October 8, 2018

NOTIFICATION OF AWARD

Mr. Roger F. Donodeo, Jr.
The Prudential Insurance Company of America
2 Ravinia Drive, Suite 1650
Atlanta, GA 30346

RE: OGB GROUP LIFE INSURANCE AGENCY TERM CONTRACT
CONTRACT NUMBER: 4400015641 T-NUMBER: OGB03

This is official notification that the contract referenced above has been awarded to your company based on your bid submitted to the Division of Administration, Office of State Procurement. Enclosed is a copy of the contract award. This contract shall be effective for a period of twelve (12) months beginning January 1, 2019 and ending December 31, 2019, or until such time that this office informs you by thirty (30) days written notice that this contract will be cancelled.

The Prudential Insurance Company shall submit a detailed contract usage report annually to the Office of State Procurement Contracts Manager for this contract. Initiation and submission of the annual report to the Office of State Procurement is the responsibility of the Contractor without prompting or notification by the Office of State Procurement Contracts Manager. If this report is not submitted in a timely manner, the Office of State Procurement shall have the right to terminate the contract.

The specific usage report content, scope, and format requirements is available on the Office of State Procurement website under Purchasing/Online Forms/Vendor Forms: <http://www.doa.la.gov/pages/osp/vendorcenter/forms/index.aspx>.

In addition, the person's name who compiles the report and their contact information shall be provided. The Office of State Procurement reserves the right to request copies of any purchase orders issued against the contract.

The usage report shall be submitted utilizing this format or an equivalent format that has been pre-approved by the Office of State Procurement.

Mr. Roger F. Donodeo, Jr.
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Schedule for submittal of usage report: 120 days prior to expiration date of contract.

If a list of distributors was submitted with your bid proposal, it will be your responsibility as prime contractor to send copies of this award to each distributor. Prior approval from this office must be obtained before additional distributors may be added.

If you have any questions concerning the above, please contact Geraldine Clinton at (225) 342-4520.

Sincerely,

Paula Tregre
Director of State Procurement

BY:


Geraldine Clinton
State Purchasing Officer 2

PT:DR:gc

Enclosure(s)



STATE OF LOUISIANA

Competitive Contract

Vendor: 310039207
Company
PRUDENTIAL INSURANCE CO OF AMERICA
213 WASHINGTON ST 8TH FL TAX DEPT
Newark NJ 07102
Phone : 770-395-5711
Fax : 770-604-7336

T Number:
Version: 1
LAPS Contract: No
Fiscal Year: 2019
Min.Ord.Value: 0.00
Distributor Contract: No
PCard:No
Co-op Agreement:No

Contract number: 4400015641
Description: OGB - Group Life Insurance

Buyer Information
Name: GERALDINE CLINTON
Tel Number: 225-342-4520
Email: geraldine.clinton@la.gov

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
01/01/2019 - 12/31/2019

Supplier Text: Notice to Vendor:

Line	Material No. Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1		<p>OGB Group Life Insurance</p> <p>To provide Basic Life Insurance for active State employees and retirees, Supplemental Life Insurance for active employees and retirees, Dependent Life Insurance for active employees and retirees, Dependent Life Insurance and AD&D Life Insurance for a term of one (1) year.</p> <p>Contract will be for the period of January 1, 2019 through December 31, 2019.</p> <p>***See the attached price sheet***</p>	84131600		0.00000	

Recommending Approval:

Approved by:

Contract number: 4400015641	Vendor: 310039207	Page
T Number:	Distributor Contract: NO	2 of 3

Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE)
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

8. IN ACCORDANCE WITH EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

9. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS, OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION; OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B)

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THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

Contract Valid:

January 1, 2019 to December 31, 2019

OGB Group Life Insurance Price Schedule
Contract 4400015641, OGB03

The Prudential Insurance Company of America

Active and Retirees	Age Group	Volume	Monthly Rate/\$1,000 Billed Premium Rate	Monthly Premium	Annual Premium
Basic & Supplemental Life	Under 20	783,000	\$0.06	\$47	\$564
	20-25	21,604,000	\$0.06	\$1,296	\$15,555
	26-30	54,214,000	\$0.06	\$3,253	\$39,034
	31-35	76,194,000	\$0.06	\$4,572	\$54,860
	36-40	98,368,000	\$0.06	\$5,902	\$70,825
	41-45	109,598,000	\$0.18	\$19,728	\$236,732
	46-50	136,538,000	\$0.18	\$24,577	\$294,922
	51-55	171,753,000	\$0.42	\$72,136	\$865,635
	56-60	240,387,000	\$0.54	\$129,809	\$1,557,708
	61-65	301,312,000	\$1.44	\$433,889	\$5,206,671
	66-70	276,525,000	\$2.50	\$691,313	\$8,295,750
	71-75	166,539,000	\$2.50	\$416,348	\$4,996,170
	76-80	127,578,000	\$2.50	\$318,945	\$3,827,340
	81-84	74,964,000	\$2.50	\$187,410	\$2,248,920
	85&over	84,791,000	\$2.50	\$211,978	\$2,543,730
Total Basic & Supplemental Life				\$	30,254,415

Active Employees & Retirees	Volume	Monthly Rate/\$1,000 Billed Premium Rate	Monthly Premium	Annual Premium
AD&D Composite	1,513,448,000	\$0.02	\$ 30,269	\$ 363,228
Dependent Life Composite	80,938,000	\$1.04	\$ 84,176	\$ 1,010,106
Total AD&D Dependent Life				\$ 1,373,334
Total Annual Premium				\$ 31,627,749

**EMERGENCY SOLICITATION
For
GROUP LIFE INSURANCE
For
THE STATE OF LOUISIANA, OFFICE OF GROUP BENEFITS**

PURPOSE

The State of Louisiana, Office of Group Benefits (“OGB”) solicits responses for fully insured basic life, supplemental life and accidental death & dismemberment (“AD&D”) coverage for active and retired employees, as well as basic and supplemental dependent life coverage for eligible Dependents (the “Life Plan”). The Response must be based on the information included in **Attachment I: Life Plan Design Specifications**. The Response shall not contain variances from **Attachment I: Life Plan Design Specifications**. The general information contained in this Emergency Solicitation is complete and accurate to the best knowledge of OGB. However, any such data and information released with this Emergency Solicitation are representations and not warranties by OGB of the completeness or accuracy of such information. Each Respondent shall assume sole responsibility for reliance upon information included in this Emergency Solicitation when preparing and submitting a response.

The term of the contract resulting from this Emergency Solicitation shall begin on January 1, 2019 and end December 31, 2019 unless otherwise terminated earlier in accordance with the termination provisions of the Contract.

BACKGROUND

OGB is responsible for the administration and management of state health and welfare benefit programs to over 250,000 active and retired State of Louisiana employees and their dependents, as well as the employees and dependents of other government entities that have elected to participate in the OGB plan of benefits. Offered benefits include health insurance, which includes prescription drug coverage, flexible spending options, and life insurance.

Under the current OGB group life insurance program (“Life Plan”), newly-hired employees or newly-eligible full-time equivalents (“FTE”) who enroll within thirty (30) days of employment/eligibility or within thirty (30) days of experiencing an OGB Plan-Recognized Qualified Life Event (“QLE”) for life insurance are responsible for submitting the appropriate enrollment documentation to their respective participating employer’s Human Resources Department or its designee to ensure access to appropriate benefits within established timelines. The participating employer’s Human Resources Department or its designee submits the enrollment documentation to OGB, including the beneficiary designation form for the participating employer’s participants.

The current Life Plan is also available to eligible employees at other times during the year when they experience an OGB Life Insurance QLE, provided Evidence of Insurability is obtained from the Insurance Provider where applicable. Active employees and/or their spouses (provided the employee is also enrolled) may enroll in the Life Plan during the 2018 annual enrollment period without evidence of insurability. Additional details regarding the Life Plan available and the OGB QLEs for life insurance can be found by accessing the websites referenced below. The successful Respondent will be responsible for

implementing the Life Plan in compliance with the requirements set forth in this Emergency Solicitation and all applicable laws.

<http://info.groupbenefits.org/life-insurance/>

<http://info.groupbenefits.org/docs/OGBforms/QLE/LifeInsuranceQLEs12272016.pdf>

The premium rates effective January 1, 2013, through December 31, 2017, and the premium rates effective January 1, 2018, through December 31, 2018 are included in **Attachment VIII: Group Term Life Premium Rates** of this Emergency Solicitation. The premium and claim experience reported for the Life Plan offering is included in **Attachment III: Group Term Life Reported Premium and Claim Experience** of this Emergency Solicitation.

DEFINITIONS

AD&D – Denotes Accidental Death & Dismemberment coverage.

Respondent – The person or organization that responds to an Emergency Solicitation with a response to provide the services, as required in this Emergency Solicitation document.

Child(ren) - The following persons are children:

1. A natural child of the employee/retiree;
2. A natural or adopted child of the employee's/retiree's spouse (a "stepchild");
3. A child adopted by or placed for adoption with the employee/retiree.

Contractor – The successful Respondent who is awarded a contract and assumes full responsibility and liability for providing the services required by this Emergency Solicitation for the term of the awarded contract.

Dependent(s) – The following persons are Dependent(s):

- (i) The insured employee's/retiree's spouse;
- (ii) A Child from date acquired until end of month of attainment of age twenty-six (26), except for the following:

A stepchild of the employee/retiree, which stepchild has not been adopted by the employee/retiree and for whom the employee/retiree does not have court-ordered custody or court-ordered legal guardianship/tutorship, from date acquired until the end of the month that the employee/retiree is no longer married to the stepchild's parent, the end of the month of the death of the parent of the stepchild, or the end of the month the stepchild reaches the age of twenty six (26), whichever is earlier; and/or

- (iii) Other Non-Spouse Dependents that meet the following eligibility requirements:

An unmarried grandchild for whom the employee/retiree has obtained court-ordered legal guardianship or court-ordered custody and has not adopted and who resides with the employee/retiree from date acquired until the end of the month the grandchild turns twenty-one (21), or if the grandchild is a full-time student, the end of the month the grandchild turns twenty-four (24); and/or

An unmarried Dependent for whom the employee/retiree has court-ordered custody or court-

ordered legal guardianship/tutorship but who has not been adopted by the employee/retiree, from date acquired until the end of the month the custody/guardianship/tutorship order expires, the end of the month the Dependent reaches the age of twenty-one (21), or if the child is a full-time student, the end of the month the Dependent reaches the age of twenty-four (24).

(iv) A Child of the employee/retiree who meets OGB's criteria as an Over-Age Dependent.

A person may not be covered as both an employee/retiree and as a Dependent under the Life Plan, nor may a Dependent be covered under more than one Life Plan at a time. In the event both parents of an eligible Dependent are insured persons, such Dependent may be considered as a Dependent of either parent; however, the Dependent may not be considered as a Dependent of both parents. The first employee/retiree registering the Dependent will be considered as the insuring parent unless that coverage is validly terminated.

Guaranteed Cost – The cost is guaranteed to the extent that it will not be adjusted based on the loss experience of the insured during the period of coverage. The rate(s) must remain fixed during the contract period.

Non-Participating – Denotes life insurance contracts where policy dividends are not paid.

OGB – Denotes the State of Louisiana, Office of Group Benefits.

Life Plan– Denotes the basic life, supplemental life, and AD&D coverage for active and retired employees as well as basic and supplemental dependent life for eligible Dependents.

OGB Plan-Recognized Qualified Life Event(s) (QLE) - Denotes the Plan-Recognized Qualified Life Events recognized by OGB as to the Life Plan, as they may be amended from time to time. QLE can be found on OGB's website, <http://info.groupbenefits.org/qlc/>.

OSP – Denotes the Office of State Procurement.

Other Non-Spouse Dependent – The following persons are other non-spouse dependents:

A grandchild of the employee/retiree for whom the employee/retiree has obtained court-ordered legal guardianship or court-ordered custody that is unmarried and resides with the employee/retiree;

An unmarried Dependent under the court-ordered legal guardianship or in the court-ordered custody of the employee/retiree.

Plan Participant(s) –The eligible employee/retiree and their eligible dependents enrolled in the OGB Life Plan.

A person may not be covered as both an employee/retiree and as a Dependent under the Life Plan, nor may a Dependent be covered under more than one Life Plan at a time.

State – Denotes the State of Louisiana.

MANDATORY ADMINISTRATIVE REQUIREMENTS

RESPONSES NOT CONFORMING TO THE FOLLOWING REQUIREMENTS MAY BE REJECTED WITHOUT FURTHER CONSIDERATION OR EVALUATION.

MINIMUM RESPONDENT QUALIFICATIONS

Respondents must meet or exceed the following qualifications:

- Licensed insurance contractor by the Department of Insurance to conduct business in the State of Louisiana. Respondent must be a direct writer of insurance; and
- Current A.M Best, Moody's Investors Service, or Standard and Poor's rating of "A" or higher.

INVOICING PROCEDURES

Provide Respondent's invoicing procedures and instructions for clients that self-administer their life insurance plan offering.

PRIME CONTRACTOR RESPONSIBILITIES

The selected Respondent shall be required to assume responsibility for all services and/or items offered in his Response whether or not he produces them. Further, the State shall consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

SUCCESSFUL CONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

4. Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$25,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability Coverage

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency.

Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

- 1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
- 2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

- 1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
- 2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Agency Name, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:
- 3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
- 4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor

from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

MANDATORY TECHNICAL SPECIFICATIONS

Respondents are cautioned that all stated technical specifications are mandatory. The Respondent awarded the Contract under this Emergency Solicitation will be responsible for successfully transitioning (in conjunction with OGB and the incumbent contractor) to being the Contractor responsible for providing all necessary services to administer the Life Plan offering in accordance with all applicable state and federal laws and regulations. Contracted services must comply with the requirements set forth below. All services outlined must be included in the Response, unless otherwise noted.

TECHNICAL SPECIFICATIONS

1. General Specifications

- 1.1. The Response must be based on the information included in the Life Plan Design Specifications Attachment I, included in this Emergency Solicitation. No variances will be allowed.
- 1.2. The term of the Contract resulting from this Emergency Solicitation shall begin on January 1, 2019 and end December 31, 2019, unless otherwise terminated earlier in accordance with the termination provisions of the Contract.
- 1.3. Accept enrollment for active employees and their spouses (provided the employee is also enrolled) without requiring evidence of insurability for those who enroll during the 2018 annual enrollment period.
- 1.4. Agree to offer a one (1)-year rate guarantee on the life insurance plan provided in your Response.
- 1.5. Prepare and submit any special filings of policy forms with the Louisiana Department of Insurance as required to comply with coverage requested in, Life Plan Design Specifications Table, prior to issuance of the policy.

- 1.6. Provide Certificate of Coverage and corresponding policy (ies) of insurance, which detail the Life Plan offering to OGB, with all required state approvals, on or before the inception date of the policy. The “policy (ies) of insurance” refers to the policy (ies) issued by the Contractor and shall not be delivered to any other person or entity.
- 1.7. Underwrite the current eligibility and proposed benefits as documented in Attachment I: Life Plan Design Specifications.
- 1.8. Continuity of coverage shall be maintained for current Plan Participants. No Plan Participant will lose coverage or be subject to a new evidence of insurability application solely on the basis of a change in Contractor. Any elections that would have been subject to evidence of insurability under the incumbent contractor should be subject to evidence of insurability under any new Contractor. For example, a newly-hired or newly eligible full-time or full-time equivalent employee who declined coverage in the past, but now wants to enroll for coverage (and is beyond thirty (30) days of first day of employment), should have to submit satisfactory evidence of insurability.
- 1.9. Accept existing incumbent contractor beneficiary forms.
- 1.10. Accept all existing assignments of benefits.
- 1.11. Provide accelerated death benefit option or living benefit option.
- 1.12. Accept enrollment of employees of a newly enrolled OGB participating employer. **No adjustments to premium rates will be allowed for this enrollment requirement.**
- 1.13. Permit the Plan Participant to make a “voluntary, irrevocable assignment” of group life insurance.
- 1.14. Offer portability and conversion policy options to employee/retiree upon termination of the group life insurance.

2. Implementation

- 2.1. Work with OGB and incumbent contractor to transfer competencies and operational expertise essential to administering the Life Plan offering with minimal interruption to Plan Participants.
- 2.2. Ensure successful and timely completion of all tasks necessary to begin performance of the contract on January 1, 2019, 12:00 a.m. CST.
- 2.3. Facilitate system programming including, but not limited to data collection from OGB; file transfer set-up between OGB and Contractor; and data transfer and mapping. If Contractor requires file mapping and/or subsequent updates, this service will be provided by Contractor at no additional cost to OGB.

3. Account Management Team

- 3.1. Establish and maintain throughout the term of the contract an account management team which is responsible for overall client support to OGB that includes the following:
 - Claims (online access for OGB and participating employers)
 - Conversions (access for OGB and participating employers)
 - Accelerated or Living Benefit Options (access for OGB and participating employers)
 - Legal and Compliance (access for OGB only)
 - Contract (access for OGB only)
 - Premium Administration (access for OGB only)
 - Underwriting and Finance (access for OGB only)
- 3.2. The account management team shall be fully trained and knowledgeable of all Contractor functions that relate directly or indirectly to the Life Plan offering, including QLEs.
- 3.3. Return phone calls and/or emails related to the above account management team responsibilities

within a reasonable time agreed upon between the Contractor and OGB.

4. Customer Service

- 4.1. Furnish a toll-free number for incoming customer service calls, including telephone technology for the hearing impaired and multi-lingual support. The call center must be staffed and available to receive calls Monday through Friday from 8:00 a.m. to 5:00 p.m., Central Standard Time ("CST"), except on state holidays, including the day following Thanksgiving and the last work day preceding or following Christmas each year. The customer service staff members shall be fully trained and knowledgeable of the Life Plan offering and QLEs, have the ability to gather and analyze data, and develop appropriate correspondence for complicated issues.
- 4.2. Manage the Life Plan offering questions and provide resolution of complaints, clarifications, and escalated issues within a reasonable time agreed upon between the Contractor and OGB.

5. Claim Administration

- 5.1. Process, adjudicate, and settle all Life Plan claims in accordance with the Louisiana Insurance Code, any other applicable state or federal regulations, as well as the Certificate of Coverage and corresponding policy (ies) of insurance, which detail the Life Plan offering. This includes providing all services pertaining to the investigation, approval, or disapproval of claims, payment to the beneficiary (ies), and notifying OGB as to the disposition of each claim.
- 5.2. Approve or disapprove proof of loss when a Plan Participant applies for a living benefit; pay approved benefit and maintain record of remaining death benefit, if any.
- 5.3. Maintain files to support payments, denials, and similar actions. File documents not considered proprietary, trade secret, or personally identifiable information obtained from a third party subject to a non-disclosure or similar agreement between contractor and the third party should be readily accessible to OGB within forty-eight (48) hours of request.
- 5.4. Provide OGB with read-only online access to view claims status, evidence of insurability applications as well as a standard and ad hoc reporting system(s), which will allow OGB's specified personnel to view and/or extract information residing in the system. Training to OGB personnel will be provided by the Contractor's account management team on-site at OGB.

6. Administrative Services

- 6.1. Provide an administration manual to include all procedural requirements, forms, billing, as well as banking arrangements and guidelines, etc. This document must be available electronically for posting on OGB's website. Contractor will be responsible for all costs associated with producing such materials.
- 6.2. Participate in participating employer training as requested by OGB.
- 6.3. Subject to OGB's approval, prepare Life Plan offering information including, but not limited to: 1) enrollment brochures; and 2) other plan-related materials, such as promotional brochures, administrative forms, settlement documents, summary plan description, etc. These documents must be available electronically for posting on OGB's website.
- 6.4. Furnish explanation of benefits statements for all Life Plan claims payments.

7. Fraud and Abuse

- 7.1. Investigate any fraudulent, abuse of rights, suspected fraud or suspicious activity related to the Life Plan offering, whenever detected by the Contractor or brought to the attention of the

Contractor by OGB or any other persons.

8. Record Retention

- 8.1. Retain all records, reports, documents, or other material delivered or transmitted to the Contractor by OGB related to the resulting Contract or prepared by Contractor in connection with the Contract. Such documentation may be referred to herein as “Records.”
- 8.2. Retain all Records in accordance with all Louisiana and federal laws and regulations.
- 8.3. Further, the Contractor shall retain all Records in accordance with OGB’s official **Attachment V: Records Retention Schedule (the “Schedules”), and Attachment VI: Imaging System Survey Compliance and Records Destruction**, until such time as the Records are returned to OGB or other disposition is agreed. In the event applicable law and the Schedules contain different retention periods, the Records shall be kept for the longer period.

9. Escheatment/Unclaimed Property

- 9.1. Identify unclaimed proceeds and make every reasonable effort to locate the beneficiary (ies), including locating services, in compliance with all applicable state laws. All efforts to locate the beneficiary (ies) shall be documented by the Contractor.
- 9.2. For a death master file match that results in a match of the social security number or the name and date of birth of a Plan Participant, within ninety days (90) of a death master file match, perform both of the following: 1) Complete a good faith effort, which shall be documented by the Contractor, to confirm the death of the Plan Participant against other available records and information; and 2) Determine whether a claims payment is due.
- 9.3. Provide the appropriate claims forms or instructions to the beneficiary (ies) to make a claim in compliance with all applicable state laws, including the need to provide an official death certificate if applicable.
- 9.4. Notify the applicable state authority (i.e., state treasurer, etc.) and escheat the unclaimed property upon the expiration of the statutory time period for escheatment if the beneficiary (ies) has not submitted a claim with Contractor or Contractor is unable, after good faith efforts documented by Contractor, to contact the beneficiary (ies).

10. Deliverables

The deliverables listed in this section are the minimum desired from the successful Respondent.

- Provide to OGB a weekly notification of death claims file beginning January 7, 2019, and each Monday (or following business day in the event that Monday is a Louisiana State holiday) thereafter using the format specified in **Attachment IV: File Layout Specification**. Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of “pgp”. The encryption key must have an expiration of no longer than 5 years from the creation date and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.
- Provide to OGB a monthly evidence of insurability report reflecting approved, closed, declined, and pending applications within ten (10) business days after the close of each month.
- Furnish an individual PDF including the explanation of benefits statement within five (5) business days after claims payment. This data must be transmitted using the naming convention specified

by OGB. Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of “pgp”. The encryption key must have an expiration of no longer than 5 years from the creation date and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.

- Provide experience information to OGB regarding the Life Plan offering within one hundred twenty (120) calendar days after the close of each calendar year, and as requested.
- Provide to OGB an annual accounting, not later than one hundred twenty (120) calendar days after the end of each calendar year, to include the following: 1) Premiums accrued; 2) An itemization of all claims paid during the calendar year showing the name of the Plan Participant, date of death, as well as amount paid (AD&D claims must be shown separately); 3) Claim charges (AD&D claims must be shown separately); 4) Contractor’s expense; and 4) Contractor’s risk charge.
- Contractor shall submit, and cause its subcontractors performing key delegated functions to submit to OGB, an annual Service Organization Control (SOC 1), Type II and/or SOC 2, Type II report resulting from SSAE 18 engagement no later than September 30th of each Contract year and/or other independent assurances approved by OGB by March 30 preceding the report due date, such as third-party Quality Assurance (QA), an Independent Verification and Validation (IV&V), or any other financial and performance audits from outside companies or other independent assurances approved by OGB.
- Submit Certificate of Coverage and corresponding policy(ies) of insurance, which detail the Life Plan offering to OGB, with all required state approvals, by January 1st of each calendar year. The “policy(ies) of insurance” refers to the policy(ies) issued by the Contractor to OGB and shall not be delivered to any other person or entity.
- Prepare and submit a detailed report including any deceased Plan Participant for whom a United States Social Security Administration death master file (“death master”) match results within thirty (30) calendar days of identification.

SPECIAL CONDITIONS AND CONTRACT CLAUSES

The following terms and conditions shall be required in all contracts:

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 the Contract.

Indemnification and Limitation of Liability

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without

limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

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

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

Applicable Law

All Contracts entered into as a result of this Emergency Solicitation, shall be governed by and interpreted in accordance with the laws of the State of Louisiana. After exhaustion of administrative remedies, the sole venue for any action brought with regard to the Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Contract Controversies

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

Security

Contractor's personnel will comply with all security regulations, <http://www.doa.la.gov/pages/ots/informationsecurity.aspx>, in effect at the State's premises, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities) the State shall provide such procedures to Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operations, and made available to Contractor in order to carry out the Contract, or which becomes available to Contractor in carrying out the Contract, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. 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 rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Contract, or is rightfully obtained from third parties without breach of the Contract.

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

Security/Duties to Monitor and Report Security Events

The Contractor and its subcontractors and/or vendors shall maintain safeguards and take commercially reasonable technical, physical, and organizational/administrative precautions to ensure that the State's data is protected from unauthorized access, use, and disclosure, in accordance with the State's current and published Information Security Policy found at <http://www.doa.la.gov/OTS/InformationSecurity/InformationSecurityPolicy-LA-v.1.0.pdf>. The Contractor shall implement and maintain safeguards and 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 and/or vendors shall provide the Contract Supervisor with immediate notification (not more than forty-eight (48) hours) of the Contractor's awareness of any Security Event, as defined in the Information Security Policy ("Security Event"), involving confidential information under the Emergency Solicitation or resulting Contract and also report such Security Event to Louisiana's Information Security Team at 1.844.692.8019 (open 24 hours a day, 7 days a week) as soon as feasibly possible, not to exceed forty-eight (48) hours following discovery of the Security Event. The reference to Security Event herein may include, but not be limited to, the following: 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 a Security Event, the Contractor shall consult and cooperate fully with the State regarding the necessary steps to address the factors giving rise to the Security Event and to address the consequences of such Security Event. Contractor shall also provide assistance performing a risk assessment of any Security Event that occurs, if requested by the State.

Nothing in this Emergency Solicitation or a resulting Contract shall be deemed to affect or limit any rights an individual participant may have under any applicable state or federal law

concerning privacy rights or the unauthorized access, use, or disclosure of personally-identifiable information or protected health information.

Third Party Requests for Release of Information

Should third parties request the Contractor to submit confidential information to them pursuant to an audit or other request not initiated by the Contractor, public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify the State immediately upon receipt of such request. Notice shall be forwarded via e-mail to the Chief Executive Officer of OGB. The Contractor shall cooperate with the State 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 the State, the information contains confidential information which should be protected against such disclosure.

Termination of the Contract for Convenience

The State of Louisiana may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

Termination of the Contract for Cause

The State may terminate the Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract, or failure to fulfill its performance obligations pursuant to this Emergency Solicitation, provided that the State shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place Contractor in default and the Contract shall terminate on the date specified in such notice.

Provided Contractor is not in breach of the Contract, Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the Contract, provided that Contractor shall give the State written notice specifying the State's failure provided the failure of the State does not result from force majeure or fault of Contractor, its agents, or representatives, and further provided that Contractor shall give the State a reasonable opportunity for the State to cure the defect.

Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or 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 are not appropriated.

Note: All Respondent's should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

Assignment

The Contractor shall not assign or transfer any interest in the Contract by assignment, transfer, novation, or otherwise without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and shall not be binding on the State until actually received by the State.

Late Payments

Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La R.S. 13:4202.

Right to Audit

The State Legislative Auditor, federal auditors and internal auditors of the Division of Administration ("DOA") or others so designated by the DOA shall have the option to audit all accounts, procedures, matters, and records directly pertaining to the Contract for a period of five (5) years from the date of final payment, or as required by applicable state and federal law. Records shall be made available during normal working hours for this purpose.

Contractor must allow the State the right to hire an independent third-party auditor, if the State deems necessary, to review all accounts, procedures, matters, and records, and Contractor shall provide access to all files, information system access, and space access upon request of the State 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 Contractor shall be adjusted accordingly, and that 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 alternatively elect to offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

Record Retention

Contractor shall retain all records, reports, documents, or other material delivered or transmitted to the Contractor by OGB related to the resulting Contract or prepared by Contractor in connection with the Contract. Such documentation may be referred to herein as "Records." Contractor shall retain all Records in accordance with all Louisiana and federal laws and regulations. Further, the Contractor shall retain all Records in accordance with OGB's official Records Retention Schedule (the "Schedules"), **Attachment V: Records Retention Schedule**, and **Attachment VI: Imaging System Survey Compliance and Records Destruction**, until such time as the Records are returned to OGB or other disposition is agreed. In the event applicable law and the Schedules contain different retention periods, the Records shall be kept

for the longer period. Records shall be in a format and media as required by applicable law or as agreed upon by the parties in writing if allowed by applicable law. To further ensure compliance with the Schedules and Louisiana retention Laws, Contractor agrees to abide by the processes outlined in Emergency Solicitation **Attachment VI: Imaging System Survey Compliance and Records Destruction**.

Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the contracting party in the performance of services under the Contract. Contractor agrees to immediately notify the OGB CEO if violations or potential violations of the Code of Governmental Ethics by or through Contractor arise or arose at any time during the term of the Contract.

Waiver

Waiver of any breach of or noncompliance with any term or condition of the Contract shall not be deemed a waiver of any prior or subsequent breach or noncompliance. No term or condition of the Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

Taxes

Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost. Contractor is responsible for payment of taxes and fees on Contractor's income, property, and entity status.

Contract Modifications

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

Severability

If any term or condition of the 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 the Contract are severable.

Data Sharing Agreement

For the purposes of the Contract, Contractor will be provided personal information on OGB employees/retirees and their eligible dependents to administer the Life Plan offering. Contractor agrees to execute a **Data Sharing Agreement substantially similar to Attachment VII**.

ATTACHMENT I: LIFE PLAN DESIGN SPECIFICATIONS

OGB currently offers two (2) fully insured life insurance plans through Prudential. The State pays half of the life insurance premium for covered employees and retirees. The two (2) plans of life insurance currently available, along with the corresponding amounts of Dependent life insurance offered under each plan, are noted below.

BASIC LIFE

OPTION 1		OPTION 2	
Employee	\$5,000	Employee	\$5,000
Spouse	\$1,000	Spouse	\$2,000
Each Non-Spouse Dependent	\$500	Each Non-Spouse Dependent	\$1,000
Dependent Life	Employee/retiree pays \$1.04/month**	Dependent Life	Employee/retiree pays \$2.08/month**

BASIC PLUS SUPPLEMENTAL LIFE

OPTION 1		OPTION 2	
Employee	Schedule to a max of \$50,000*	Employee	Schedule to a max of \$50,000*
Spouse	\$2,000	Spouse	\$4,000
Each Non-Spouse Dependent	\$1,000	Each Non-Spouse Dependent	\$2,000
Dependent Life	Employee/retiree pays \$2.08/month**	Dependent Life	Employee/retiree pays \$4.16/month**

*Amount based on employee's annual salary. Coverage is available for 1.5 times the employee's covered annual earnings, up to a maximum of \$50,000. For employees with annual earnings of less than \$20,000, coverage is available for 1.5 times the employee's covered annual earnings plus an additional \$2,000 if the \$20,000 face life is not exceeded. The Basic Plus Supplemental schedule for all members of eligible Boards and Commissions is a maximum of \$20,000.

**Regardless of the number of Dependents, the dependent life payment of the employee/retiree is as listed in the chart above.

IMPORTANT NOTES FOR RESPONDENT

- Newly hired or newly eligible full-time or full-time-equivalent employees who enroll within thirty (30) days of employment/eligibility are eligible for the Life Plan without providing evidence of insurability.
- Newly hired or newly eligible full-time or full-time-equivalent employees who enroll in the Life Plan after thirty (30) days are required to supply evidence of insurability to the Contractor, except as provided herein.
- Active employees and/or their spouses (provided the employee is also enrolled) may enroll in the Life Plan during the 2018 annual enrollment period without evidence of insurability.**
- Employees/retirees currently enrolled who wish to add Dependent life coverage for a spouse can do so by providing evidence of insurability. Employees/retirees may add a dependent spouse for coverage in the Life Plan if the dependent spouse becomes eligible due to a Life Plan QLE. No evidence of insurability is required when the employee/retiree enrolls the dependent spouse timely and in compliance with said Life Plan QLE for the group life plan, provided that QLE allows for enrollment without evidence of insurability. At any other time, evidence of insurability is required to add a spouse except as provided herein.
- Eligible non-spouse Dependents can be added without providing evidence of insurability to the Contractor provided they are added timely and in compliance with a QLE for the Life Plan.

- Employee/retiree pays 100% of dependent life premiums.
- Employees/retirees enrolled in the Life Plan will automatically have a 25% reduction in life insurance coverage on January 1st following their sixty-fifth (65th) birthday. Another automatic 25% reduction in the previously reduced coverage level will take effect on January 1st following their 70th birthday. Premium rates will be reduced accordingly.

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)

AD&D is included in the basic and basic plus supplemental plan, with the following differences: 1) Coverage for retiree AD&D automatically terminates on January 1st following the retiree's seventieth (70th) birthday; and 2) If the employee is still actively employed at age seventy (70), coverage terminates at midnight on the last day of the month in which retirement occurs.

ATTACHMENT II - PRICE SCHEDULE

Instructions:

All cost information shall be provided using this Price Schedule. All pricing must be fully burdened and inclusive of all travel and Contract-related expenses. OGB will not make any payments or reimbursements in excess of the costs submitted on the Price Schedule. The proposed monthly rate must be guaranteed for the term of the Contract. The submitted costs shall exclude commissions and/or any other compensation paid to any broker or selling agency.

The Price Schedule must be based on a Non-Participating Guaranteed Cost funding arrangement. The proposed monthly rate per one thousand dollar (\$1,000) billed premium rate will be multiplied by the volume identified for each category to determine the monthly premium. The monthly premium will be multiplied by twelve (12) to determine the annual premium. The Respondent's cost for each component listed in the Price Schedule will be computed by summing the annual premium for each component. The annual premium for each of the components will be added together to determine the total annual premium. The price for any age group shall not exceed a total of \$2.50 monthly rate/\$1,000 billed premium rate. Any deviations to the volumes, age groups, or Price Schedule as specified below will be deemed non-responsive.

Note: For payroll purposes, OGB plan participant premiums must be divisible by four (4). Include this consideration in your Price Schedule response.

NON-PARTICIPATING GUARANTEED COST FUNDING ARRANGEMENT

Active and Retirees	Age Group	Volume	Monthly Rate/\$1,000 Billed Premium Rate	Monthly Premium	Annual Premium
Basic & Supplemental Life	Under 20	783,000	\$	\$	\$
	20-25	21,604,000	\$	\$	\$
	26-30	54,214,000	\$	\$	\$
	31-35	76,194,000	\$	\$	\$
	36-40	98,368,000	\$	\$	\$
	41-45	109,598,000	\$	\$	\$
	46-50	136,538,000	\$	\$	\$
	51-55	171,753,000	\$	\$	\$
	56-60	240,387,000	\$	\$	\$
	61-65	301,312,000	\$	\$	\$
	66-70	276,525,000	\$	\$	\$
	71-75	166,539,000	\$	\$	\$

	76-80	127,578,000	\$	\$	\$
	81-84	74,964,000	\$	\$	\$
	85&over	84,791,000	\$	\$	\$

Active Employees & Retirees	Volume	Monthly Rate/\$1,000 Billed Premium Rate	Monthly Premium	Annual Premium
Accidental Death & Dismemberment Composite	1,513,448,000	\$	\$	\$
Dependent Life Composite	80,938,000	\$	\$	\$

Total Annual Premium: \$ _____

ATTACHMENT III: GROUP TERM LIFE REPORTED PREMIUM AND CLAIM EXPERIENCE 6/6/2018

Data contains estimates and is illustrative only

1/1/2013 thru 12/31/2013

Coverage	Average Lives	Due Premium	Claims Charged	Paid Loss Ratio	Conversion Charges	Change in IBNR	Loss Ratio including IBNR
OPTIONAL LIFE	71,224	\$ 26,915,637	\$ 29,567,343	109.9%	\$ 9,050	\$ 274,187	110.9%
OPTIONAL AD&D	49,572	\$ 502,371	\$ 269,000	53.5%	\$ -	\$ (2,382)	53.1%
OPTIONAL DEPENDENT LIFE	20,321	\$ 792,314	\$ 796,040	100.5%	\$ -	\$ 17,654	102.7%
Totals		\$28,210,322	\$30,632,383	108.6%	\$9,050	\$289,460	109.6%

OGL	Claim \$	Claim #
Actives	3,006,111	95
Retirees	26,561,232	1,386
	29,567,343	1,481

1/1/2014 thru 12/31/2014

Coverage	Average Lives	Due Premium	Claims Charged	Paid Loss Ratio	Conversion Charges	Change in IBNR	Loss Ratio including IBNR
OPTIONAL LIFE	69,597	\$ 25,727,059	\$ 29,940,016	116.4%	\$ 23,564	\$ (144,595)	115.9%
OPTIONAL AD&D	47,649	\$ 466,818	\$ 257,057	55.1%	\$ -	\$ (4,658)	54.1%
OPTIONAL DEPENDENT LIFE	19,748	\$ 765,436	\$ 636,238	83.1%	\$ 846	\$ (3,270)	82.8%
Totals		\$26,959,313	\$30,833,311	114.4%	\$24,410	-\$152,523	113.9%

OGL	Claim \$	Claim #
Actives	2,572,858	85
Retirees	27,367,158	1,421
	29,940,016	1,506

1/1/2015 thru 12/31/2016

Coverage	Average Lives	Due Premium	Claims Charged	Paid Loss Ratio	Conversion Charges	Change in IBNR	Loss Ratio including IBNR
OPTIONAL LIFE	68,333	\$ 25,111,699	\$ 30,882,677	123.0%	\$ 9,984	\$ (64,612)	122.8%
OPTIONAL AD&D	46,237	\$ 450,369	\$ 163,666	36.3%	\$ -	\$ (1,727)	36.0%
OPTIONAL DEPENDENT LIFE	19,127	\$ 749,549	\$ 659,617	88.0%	\$ -	\$ (1,668)	87.8%
Totals		\$26,311,617	\$31,705,960	120.5%	\$9,984	-\$68,007	120.3%

OGL	Claim \$	Claim #
Actives	3,278,907	115
Retirees	27,603,770	1,392
	30,882,677	1,507

1/1/2016 thru 12/31/2016									
Coverage	Average Lives	Due Premium	Claims Charged	Paid Loss Ratio	Conversion Charges	Change in IBNR	Loss Ratio including IBNR	OGL	Claim \$
OPTIONAL LIFE	67,234	\$ 24,564,332	\$ 29,241,746	119.0%	\$ -	\$ (57,473)	118.8%	Actives	3,456,310
OPTIONAL AD&D	45,071	\$ 436,315	\$ 203,608	46.7%	\$ -	\$ (1,475)	46.3%	Retirees	25,785,436
OPTIONAL DEPENDENT LIFE	18,571	\$ 729,108	\$ 672,720	92.3%	\$ -	\$ (2,146)	92.0%		29,241,746
Totals		\$25,729,755	\$30,118,074	117.1%	\$0	-\$61,094	116.8%		1,392

1/1/2017 thru 12/31/2017									
Coverage	Average Lives	Due Premium	Claims Charged	Paid Loss Ratio	Conversion Charges	Change in IBNR	Loss Ratio including IBNR	OGL	Claim \$
OPTIONAL LIFE	67,075	\$ 24,158,569	\$ 30,447,477	126.0%	\$ -	\$ (51,938)	125.8%	Actives	2,791,604
OPTIONAL AD&D	44,266	\$ 423,256	\$ 124,800	29.5%	\$ -	\$ (1,672)	29.1%	Retirees	27,655,873
OPTIONAL DEPENDENT LIFE	18,024	\$ 709,669	\$ 624,265	88.0%	\$ -	\$ (2,488)	87.6%		30,447,477
Totals		\$25,291,494	\$31,196,542	123.3%	\$0	-\$56,097	125.3%		1,502

1/1/2018 thru 3/31/2018									
Coverage	Average Lives	Due Premium	Claims Charged	Paid Loss Ratio	Conversion Charges	Change in IBNR	Loss Ratio including IBNR	OGL	Claim \$
OPTIONAL LIFE	66,421	\$ 8,072,607	\$ 9,313,967	115.4%	\$ -	\$ 1,040,878	128.3%	Actives	1,196,087
OPTIONAL AD&D	42,971	\$ 91,950	\$ 171,610	186.6%	\$ -	\$ 47,078	237.8%	Retirees	8,117,880
OPTIONAL DEPENDENT LIFE	17,712	\$ 198,296	\$ 232,001	117.0%	\$ -	\$ 101,528	168.2%		9,313,967
Totals		\$8,362,853	\$9,717,578	116.2%	\$0	\$1,189,484	125.3%		484

01/01/13 - 3/31/2018									
Coverage	Average Lives	Due Premium	Claims Charged	Paid Loss Ratio	Conversion Charges	Change in IBNR	Loss Ratio Including IBNR		
OPTIONAL LIFE	68,693	\$126,477,296	\$150,079,259	118.7%	\$42,598	\$ (44,431)	118.7%		
OPTIONAL AD&D	46,559	\$2,279,129	\$1,018,131	44.7%	\$-	\$ (11,913)	44.1%		
OPTIONAL DEPENDENT LIFE	19,158	\$3,746,076	\$3,388,880	90.5%	\$846	\$8,082	90.7%		
Totals		\$132,502,501	\$154,486,270	116.6%	\$43,444	\$-48,261	116.6%		

ATTACHMENT IV – FILE LAYOUT SPECIFICATION

Death Notification File All data left justified				
NO	FIELD NAME	LEN	LOC	DESCRIPTION
1	Claimant SSN	09	01-09	Social Security Number for Deceased No dashes
2	Employee SSN	09	10-18	Social Security Number of the Subscriber No dashes
3	Relation Code	01	19-19	Relationship to Subscriber E – Subscriber D – Spouse/Dependent
4	Birth Date	08	20-27	Deceased Birth Date (CCYYMMDD)
5	First Name	15	28-42	Deceased First Name
6	Middle Initial	01	43-43	Deceased Middle Initial
7	Last Name	20	44-63	Deceased Last Name
8	Date of Death	08	64-71	Deceased Date of Death (CCYYMMDD)
9	File Creation Date	08	72-79	CCYYMMDD

Revised 1/11/2018

Records Retention Schedule

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

<http://www.80510.gov>

SS ARC 912 (01/12) E2014-620
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ORIGINAL SUBMISSION
X RENEWAL

REPLACEMENT PAGE
ADDENDUM PAGE

Remarks

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		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

Agency Approval

12-18-14
Date Signed

William Madison, Clerk

12/8/14
Date Approved

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 922 10/1/21

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2014-1036

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ORIGINAL SUBMISSION

RENEWAL

X REPLACEMENT PAGE

ADDENDUM PAGE

Remarks

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Internal Audit records (audited documents, reports, work papers, legislative audit reports)	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the CY in which report issued/project closed
2	Board and Committee Minutes	PERM		PERM	M	R	N	V	
3	Strategic Plan	ACT + 5 CY		ACT + 5 CY	P	S	N	I	ACT = until the end of the CY in which agency ceases to operate
4	Legal Files	ACT + 1 CY	9 CY	ACT + 10 CY	M	S	Y	V	ACT = until end of CY in which the 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)

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 - Days

PERM - Permanent

Security Status Codes

P - Public Record

M - May Contain Confidential Information

C - Confidential Information

Archival Processing Codes

A - Transfer to State Archives

R - Retain in Agency Archives

S - Review by State Archives

O - Other (Specify in Remarks)

State Records Center

Use

Y - Yes

N - No

Vital Record Identification Code

Vn - Vital

I - Important

U - Useful

Agency Abbreviations

Agency Approval

12-30-14

Louisiana Secretary of State, State Archives & Records Services

1/1/15

Date Approval

Records Retention Schedule

http://www.sos.la.gov

SS ARC 932 (01/12)

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X 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	Special order forms, Personnel Action Requests, Travel Requests/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 supervision 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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- AY - Academic Year (Aug 1 - July 31)
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- MO - Months WK - Week DY - Day(s)
- PERM - Permanent

Security Status Codes

- P - Public Record
- M - May Contain Confidential Information
- C - Confidential Information
- Archival Processing Codes
- A - Transfer to State Archives
- R - Retain in Agency Archives
- S - Review by State Archives
- O - Other (Specify in Remarks)

State Records Center Use

- Y - Yes
- N - No
- Vital Record Identification Code
- V = Vital
- I = Important
- U = Useful

Agency Abbreviations

- PES = Personnel Evaluation System
- PPR = Personnel Performance Rating

Agency Approval

Date Signed

Secretary of State, State Archives & Records Services

Date Approved

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 932 (01/12)

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ORIGINAL SUBMISSION

X RENEWAL

REPLACEMENT PAGE

ADDENDUM PAGE

Remarks

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

Permitted Retention Period Abbreviations
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Security Status Codes
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M - May Contain Confidential Information
C - Confidential Information

State Records Center Use
Y - Yes
N - No

Agency Abbreviations

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

Agency Approval

Date Signed

Secretary of State, State Archives & Records Services

Date Approved

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 932 (01/12)

Page 6 of 7

Indicate Use of Form
ORIGINAL SUBMISSION
X RENEWAL
REPLACEMENT PAGE
ADDENDUM PAGE
Remarks

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	C	R	N	V	
3	Hospital Audits, Statistical Reports and Work papers	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until end of CY in which agency ceases to operate.
4	Fraud and Abuse Case files and logs	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
5	Health Claim Audits and work papers (including over \$500 plan member check audits)	ACT + 5 CY		ACT + 5 CY	C	S	N	I	ACT = until end of CY in which audit is completed
6	Special Reports (Outlier, Check Cycle)	ACT + 5 CY		ACT + 5 CY	M	S	N	I	ACT = until end of CY in which report is run
7	Reviews (Medical and Chiropractic)	ACT + 10 CY		ACT + 10 CY	C	S	N	I	ACT = until end of CY in which agency ceases to exist

Permitted Retention Period Abbreviations

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 - Days

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P - Public Record

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Archival Processing Codes

A - Transfer to State Archives

R - Retain in Agency Archives

S - Review by State Archives

O - Other (Specify in Remarks)

State Records Center Use

Y - Yes

N - No

Vital Record Identification Code

V - Vital

I - Important

U - Useful

Agency Abbreviations

Agency Approval

Date Signed

Secretary of State, State Archives & Records Services

Date Approved

SS ARC 232 (01/12)

http://www.sos.ia.gov

Date Approved

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 932 (01/12)

Agency Approval

12-30-14
Date Signed

Calvin Martin, Secy
Secretary of State, State Archives & Records Services

1/7/11
Date Approved

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.gov¹, or as otherwise directed by OGB. According to LAC 4:XVII.1305(A), the System Survey must contain the following information:

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

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

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

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

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

ATTACHMENT VII: DATA SHARING AGREEMENT

This Data Sharing Agreement (“Agreement”) is entered and effective this ____ day of _____, 2018, by _____ (“Contractor”) to establish the content, use, and protection of data containing “Personal Information” that may be provided to Contractor by Office of Group Benefits, State of Louisiana (“OGB”), in conjunction with the Contract between OGB (issued through Office of State Procurement) and Contractor wherein Contractor provides fully-insured life insurance plans (the “Life Plan”) on behalf of OGB Life Plan Participants. The shared Personal Information will be accessed through services provided by the Division of Administration, Office of Technology Services (“OTS”). OGB and other supporting State agencies are collectively referred to herein as “State.” Capitalized terms not specifically defined herein shall have the definition of such term as defined in the State’s Information Security Policy.

“Personal Information” shall be defined as information provided to the Contractor by or at the direction of the State, or to which access was provided to Contractor by or at the direction of the State, or is provided by Contractor to OGB as a requirement under the referenced Contract, in the course of Contractor’s performance under the Contract that identifies or can be used to identify any individual, including but not limited to any State employee, retiree, spouse, dependent, or beneficiary. Such Personal Information shall include, but not be limited to, the following: (i) government-issued identification number, including social security number, driver’s license number, or state-issued identified number; (ii) without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, and other unique identifiers; (iii) information that can be used to authenticate an individual including, without limitation, employee identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers, and (iv) past and present medical or mental health information.

Purpose of Agreement

This Agreement is entered to provide for the necessary protection of the Personal Information to be disclosed in conjunction with Contractor’s provision of fully-insured life insurance plans on behalf of OGB Life Plan Participants (the “Purpose”) so as to assure that such Personal Information will not be disclosed in violation of the Constitution and laws of the State of Louisiana and/or the United States.

Responsible Party

The following named individuals are designated as their respective party’s point of contact for performance of the terms of this Agreement:

Contractor Contact

Name:

Title:

Telephone:

Email:

OGB Contact

Name: Tommy Teague
Title: Chief Executive Officer
Telephone: 225-342-9655
Email: Tommy.Teague@la.gov

OTS Contact

Name: Richard (Dickie) Howze
Title: Chief Information Officer
Telephone: 225-342-7105
Email: Dickie.Howze@la.gov

Term of Agreement

This Agreement shall remain in effect for the duration of the Contract. Upon termination of the Contract for any reason, Contractor shall certify in writing to OGB that all Personal Information provided to Contractor by or on behalf of OGB has been destroyed in compliance with all applicable laws and the method of such destruction, approved in advance by OGB, or that all such Personal Information has been returned to OGB. The certification must include that all Data has been sanitized from Contractor's (and its subcontractors') systems in compliance with the most current revision of NIST SP 800-66. If Contractor determines, and OGB agrees in writing, that destruction or return of the Personal Information is impossible or infeasible, the protections of this Agreement with respect to such Personal Information shall remain in effect until such Personal Information is returned or destroyed in compliance with this Agreement.

Access, Use, and Disclosure of Personal Information

Contractor acknowledges and agrees that, in the course of its engagement by the State; Contractor may receive or have access to Personal Information. Contractor shall comply with the terms and conditions set forth in this Agreement and with applicable law, should such law be more stringent, in its access, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for the unauthorized access, collection, receipt, transmission, access, storage, disposal, use, and disclosure of Personal Information it receives pursuant to this Agreement.

Contractor certifies and agrees that the Personal Information obtained from or on behalf of OGB shall be used solely for the Purpose. If Contractor utilizes any subcontractor or other such third party to perform any portion of the Contract, Contractor shall notify such third party of the requirements of this Agreement and use best efforts to ensure that such third party complies with the requirements of this Agreement.

Constraints on Access, Use, and Disclosure of Personal Information

In recognition of the foregoing, Contractor agrees and covenants that it shall: (i) keep and maintain all Personal Information in confidence, using such degree of care as is appropriate to avoid unauthorized

access, use or disclosure; (ii) use and disclose Personal Information solely and exclusively for the Purpose for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement and the Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Contractor's own purposes or for the benefit of anyone other than the State, without the State's prior written consent; and (iii) not, directly or indirectly, disclose Personal Information to any person other than the Contractor's authorized individuals who have a defined business need associated with the Purpose, including employees, officers, contractors, subcontractors, agents, or auditors, without express written consent from the State, unless and only to the extent required by government authorities. Should the Contractor be required to disclose Personal Information to government authorities, the Contractor shall use best efforts to notify the State before such disclosure or as soon thereafter as reasonably possible, unless such notification is prohibited by applicable Laws.

Contractor acknowledges and stipulates that the unauthorized access, use, or disclosure of Personal Information by Contractor or its employees, officers, contractors, or subcontractors, while performing the Purpose pursuant to this Agreement and the Contract would cause irreparable harm to OGB, and in such event, OGB 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 Contractor costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of this Agreement.

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal and state laws, including but not limited to, privacy and data protection laws, regulations, and directives (collectively, "Laws").

Applicable Law and Venue

This Agreement shall be interpreted in accordance with the laws of the State of Louisiana. After exhaustion of any available administrative remedies, the exclusive venue of any action brought with regard to this Agreement shall be in the Nineteenth (19th) Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Information Security

Contractor shall implement administrative, physical, and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices (including, but not limited to, where applicable, NIST SP 800-111 & NIST SP 800-88), and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with the terms and conditions of this Agreement, the Contract, and all applicable Laws, to the extent applicable Laws are more stringent.

In compliance with the State's Information Security Policy, the Contractor may request the State's Information Security Team, in writing, to grant an exception to the Information Security Requirements established within this Agreement.

Notification of Security Breaches

Contractor shall notify OGB promptly and without unreasonable delay, after Contractor becomes aware of any suspected or actual event of unauthorized use or disclosure of Personal Information where the security

and confidentiality of such information may have been compromised (a "Security Incident"). Thereafter, Contractor shall (i) make available all applicable records, logs, files, data reporting, and other materials required by the State to determine the actual exposure of Personal Information and facilitate any breach notification obligations; (ii) use commercially reasonable efforts to prevent a recurrence of any Security Incident; (iii) assist and cooperate with OGB in its investigation of the Security Incident; and (iv) provide OGB with the name and contact information for an employee of Contractor who shall serve as OGB's primary security contact and shall be reasonably available to assist OGB in resolving its obligations associated with the Security Incident. Contractor will provide commercially reasonable assistance to OGB, bear the cost and expense of all notifications and remediation actions, and implement any agreed upon technical remediation.

With respect to any Personal Information disclosed to OGB by Contractor, OGB agrees to maintain such information in compliance with the State's Information Security Policy.

OGB shall notify Contractor promptly, as outlined in the State's Incident Response Plan, after OGB becomes aware of a Security Incident, as defined by the State's Information Security Policy. Thereafter, OGB shall (i) timely furnish to Contractor details of the Security Incident; (ii) use commercially reasonable efforts to prevent a recurrence of any Security Incident; and (iii) assist and cooperate with Contractor in its investigation of the Security Incident.

Indemnification

The Indemnification and Limitation of Liability requirements stated in the Contract dated _____, and agreed by Contractor shall apply and be in full force and effect for purposes of this Data Sharing Agreement.

Modification and Severability

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

If any term or condition of this Agreement or the application thereof is declared 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 Agreement are declared severable.

[Signatures on the following page]

By the signature of its duly authorized representative below, Contractor agrees to all of the provisions of this Data Sharing Agreement.

**STATE OF LOUISIANA
OFFICE OF GROUP BENEFITS**

CONTRACTOR

By: Tammy Trague
Title: CEO
Signature: Tammy Trague
Date: 3-28-18

By: Kevin Morgan
Title: Vice President
Signature: [Signature]
Date: 3-23-18

State of Louisiana, Division of Administration, Office of Technology Services

OTS, as information technology services provider for OGB, hereby acknowledges the terms contained in this Agreement, including the confidentiality and safeguarding requirements, and agrees to be bound by same.

By: Richard Howze
Title: Statewide Chief Information Officer
Signature: Richard Howze
Date: 3-27-2018

ATTACHMENT VIII: GROUP TERM LIFE PREMIUM RATES

The premium rates effective January 1, 2013, through December 31, 2017, were as follows:

Description	Premium Rate (Unit Price Per \$1,000 Billed Premium Rate)
Basic/Supplemental Life	\$1.029
Accidental Death & Dismemberment	\$0.023
Dependent Life	\$0.976

The premium rates effective January 1, 2018, through December 31, 2018, are as follows:

Active and Retirees	Age Group	Monthly Rate/\$1,000 Billed Premium Rate
Basic & Supplemental Life	Under 20	\$ 0.060
	20-25	\$ 0.060
	26-30	\$ 0.060
	31-35	\$ 0.140
	36-40	\$ 0.140
	41-45	\$ 0.180
	46-50	\$ 0.300
	51-55	\$ 0.420
	56-60	\$ 0.620
	61-65	\$ 1.980
	66-70	\$ 2.500
	71-75	\$ 2.500
	76-80	\$ 2.500
	81-84	\$ 2.500
	85&over	\$ 2.500
Active Employees & Retirees		Monthly Rate/\$1,000 Billed Premium Rate
Accidental Death & Dismemberment Composite		\$ 0.020
Dependent Life Composite		\$ 1.040

ATTACHMENT IX: NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“Agreement”) is entered and effective this ____ day of _____, 2018, by _____ (“Respondent”) to establish the content, use, and protection of data containing “personal information” as defined by La. R.S. 51:3073 (the “Data” or “Personal Information”) that may be provided to Respondent by Office of Group Benefits (“OGB”) in conjunction with the Emergency Solicitation for the OGB life insurance program (the “Life Plan”). Capitalized terms not specifically defined herein shall have the definition of such term as defined in the State’s Information Security Policy.

“Personal Information” shall be defined as information provided to the Respondent by or at the direction of the State, or to which access was provided to Respondent by or at the direction of the State, in conjunction with Respondent’s preparation of a potential proposal in response to the Emergency Solicitation, that identifies or can be used to identify any individual, including but not limited to any State employee, retiree, spouse, dependent, or beneficiary. Such Personal Information shall include, but not be limited to, the following: (i) government-issued identification number, including social security number, driver’s license number, or state-issued identified number; (ii) without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, and other unique identifiers; (iii) information that can be used to authenticate an individual including, without limitation, employee identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers, and (iv) past and present medical or mental health information.

Purpose of Agreement

This Agreement is entered to provide for the necessary protection of the Personal Information to be disclosed in conjunction with Respondent’s preparation of a potential emergency solicitation response (the “Purpose”) so as to assure that such Personal Information will not be disclosed in violation of the Constitution and laws of the State of Louisiana and/or the United States.

Responsible Person

The following individual is designated as the Respondent’s point of contact for performance of the terms of this Agreement:

Respondent Contact

Name:

Title:

Telephone:

Email:

Term of Agreement

This Agreement shall remain in effect as long as the Respondent retains the Personal Information or Data disclosed by State. Respondent agrees to either submit with its response, or by the response deadline in the event it does not submit a proposal, a certification by an executive officer of Respondent certifying to OGB that all Data and Personal Information provided to Respondent by or on behalf of OGB has been destroyed in compliance with all applicable laws and the method of such destruction, approved in advance by OGB, or that all such Personal Information has been returned to OGB. The certification must include that all Data has been sanitized from Respondent's (and its vendors') systems in compliance with the most current revision of NIST SP 800-66. If Respondent determines, and OGB agrees in writing, that destruction or return of the Personal Information is impossible or infeasible, the protections of this Agreement with respect to such Personal Information shall remain in effect until such Personal Information is returned or destroyed in compliance with this Agreement.

Access, Use, and Disclosure of Personal Information

Respondent shall comply with the terms and conditions set forth in this Agreement and with applicable law, should such law be more stringent, in its access, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for the unauthorized access, collection, receipt, transmission, access, storage, disposal, use, and disclosure of Personal Information it receives pursuant to this Agreement.

Respondent certifies and agrees that the Personal Information obtained from or on behalf of OGB shall be used solely for the Purpose. If Respondent utilizes any subcontractor or other such third party to assist with its potential response to the Emergency Solicitation, Respondent shall notify such third party of the requirements of this Agreement and use best efforts to ensure that such third party complies with the requirements of this Agreement.

Constraints on Access, Use, and Disclosure of Personal Information

In recognition of the foregoing, Respondent agrees and covenants that it shall: (i) keep and maintain all Personal Information in confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) use and disclose Personal Information solely and exclusively for the Purpose for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Respondent's own purposes or for the benefit of anyone other than the State, without the State's prior written consent; and (iii) not, directly or indirectly, disclose Personal Information to any person other than the Respondent's authorized individuals who have a defined business need associated with the Purpose, including employees, officers, contractors, subcontractors, agents, or auditors, without express written consent from the State, unless and only to the extent required by government authorities. Should the Respondent be required to disclose Personal Information to government authorities, the Respondent shall use best efforts to notify the State before such disclosure or as soon thereafter as reasonably possible, unless such notification is prohibited by applicable Laws.

Respondent acknowledges and stipulates that the unauthorized access, use, or disclosure of Personal Information by Respondent or its employees, officers, contractors, or subcontractors,

while performing the Purpose pursuant to this Agreement would cause irreparable harm to the State, and in such event, the State 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 Respondent costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of this Agreement. Respondent represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal and state laws, including but not limited to, privacy and data protection laws, regulations, and directives (collectively, "Laws").

Applicable Law and Venue

This Agreement shall be interpreted in accordance with the laws of the State of Louisiana. After exhaustion of any available administrative remedies, the exclusive venue of any action brought with regard to this Agreement shall be in the Nineteenth (19th) Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Information Security

Respondent shall implement administrative, physical, and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices (including, but not limited to, where applicable, NIST SP 800-111 & NIST SP 800-88), and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with the terms and conditions of this Agreement and all applicable Laws, to the extent applicable Laws are more stringent.

In compliance with the State's Information Security Policy, the Respondent may request the State's Information Security Team, in writing, to grant an exception to the Information Security Requirements established within this Agreement.

Notification of Security Events/Security Incidents

Respondent shall notify OGB promptly and without unreasonable delay, after Respondent becomes aware of any suspected or actual event of unauthorized use or disclosure of Personal Information where the security and confidentiality of such information may have been compromised (a "Security Incident"). Thereafter, Respondent shall (i) make available all applicable records, logs, files, data reporting, and other materials required by the State to determine the actual exposure of Personal Information and facilitate any breach notification obligations; (ii) use commercially reasonable efforts to prevent a recurrence of any Security Incident; (iii) assist and cooperate with State in its investigation of the Security Incident; and (iv) provide the State with the name and contact information for an employee of Respondent who shall serve as the State's primary security contact and shall be reasonably available to assist the State in resolving its obligations associated with the Security Incident. Respondent will provide commercially reasonable assistance to the State, bear the cost and expense of all notifications and remediation actions, and implement any agreed upon technical remediation.

Indemnification

Respondent shall defend, indemnify, and release the State from and against all claims, losses, judgments, expenses, or fees of any kind related to or arising from any breach of this Agreement by Respondent, its employees, agents, representatives, vendors, and subcontractors.

Severability

No oral understanding or agreement not incorporated in the Agreement is binding on either Respondent or State.

If any term or condition of this Agreement or the application thereof is declared 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 Agreement are declared severable.

By the signature of its duly authorized representative below, Respondent agrees to all of the provisions of this Nondisclosure Agreement.

RESPONDENT

By:

Title:

Signature:

Date
