

On this 9 day of May, 2019, the State of Louisiana, Office of Group Benefits, 1201 N. 3rd Street, Suite G-159, Baton Rouge, LA 70802, hereinafter sometimes referred to as the "OGB" or "State", and Access Health, Inc., 1325 Barksdale Boulevard, Suite 300, Bossier City, Louisiana 71111, hereinafter sometimes referred to as the "Contractor," do hereby enter into a Contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

Access Health, Inc., shall provide the primary health care services outlined in Attachment I on a capitated basis in all OGB regions (i.e., statewide). These services shall include, at a minimum, all services specified in Section 1.2 and the attachments referenced therein.

1.2 STATEMENT OF WORK

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

Attachment I: Scope of Work/Services

Attachment II: Administrative Fee

Attachment III: Business Associate Addendum

Attachment IV: Records Retention Schedule

Attachment V: Imaging System Survey Compliance and Records Destruction

1.3 GOALS AND OBJECTIVES

1. To provide a quality, cost-effective primary health care network and services to OGB Plan Participants enrolled in OGB self-funded Plans other than the Pelican HSA 775 (the "Plan Participants"), which Plans are as follows: Magnolia Local Plus, Magnolia Local, Magnolia Open Access, and Pelican HRA 1000.
2. To establish a Contract with a primary health care network of providers to provide primary health care services to OGB Plan Participants for a monthly capitation payment.

1.4 PERFORMANCE MEASURES

The performance of the Contract, including but not limited to Attachment I: Scope of Services, and/or any subsequent addendum including performance criteria and corresponding monetary penalties for Contractor's failure to comply with the identified criteria in Section 3.6, Performance Guarantees, will be measured by the OGB Contract Monitor. The OGB Contract Monitor is authorized to evaluate the Contractor's performance against these criteria.

1.5 MONITORING PLAN

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

1. The Contractor will submit various monthly, quarterly, and annual reports to the Contract Monitor as specified in Attachment I: Scope of Services.

2. The Contract Monitor will ensure all deliverables are submitted timely and perform subsequent review and acceptance.
3. The Contract Monitor will provide oversight of the implementation of the Scope of Services to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of OGB.

1.6 CONTRACTOR PROJECT MANAGEMENT

Contractor Project Management is as follows:

- A. **Account Management Team.** Contractor will provide an account management team for the duration of the engagement, including a project manager and any other personnel considered key to the success of the Contract.
- B. **Substitution of Key Personnel.** When possible, Contractor will give OGB a minimum of sixty (60) days' advance notice of any changes in OGB's account management team, and a description of the training requirements for new team members. Reasonable exceptions would apply in situations beyond Contractor's control (i.e., resignation/termination with less than 60 days' notice). OGB reserves the right to request changes to any of the assigned personnel based on unsatisfactory performance levels as determined by OGB.
- C. **Account Management Team Support.** The account management team will provide support around account strategy, issue resolution, reports and other requested projects and deliverables.
- D. **Coordination with other OGB Vendor(s).** Contractor will coordinate and cooperate with selected OGB vendors as needed relative to this Contract.

1.7 DELIVERABLES

The Contract will be considered complete when the entire scope of work has been completed and Contractor has delivered and OGB has accepted all deliverables specified in the Contract.

1.8 VETERAN-OWNED AND SERVICE-CONNECTED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

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

2 DEFINITIONS

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

Capitation – Denotes the system used to pay Contractor under this Contract, in which the Contractor receives a fixed, predetermined sum of money, in this case on a monthly basis, to provide the contracted services for Plan Participants.

Claim File - Denotes a weekly electronic Claim File from Contractor that lists the provider's tax identification number, the ICD-10 code(s) for the service(s)/procedure(s) rendered to the Plan Participant and the CPT code(s) for the diagnosis rendered for the visit.

HIPAA – Denotes Health Insurance Portability and Accountability Act.

Capitated Plan Network Provider – Denotes a health care provider that participates in the Contractor's established network to provide primary health care services to Plan Participants on a capitated basis.

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

OSP – Denotes Office of State Procurement.

Plan Participant(s) – Denotes individuals who are entitled to covered benefits through OGB under the self-funded plans offered by OGB, with the exception of the Pelican HSA 775, as identified in the eligibility data file prepared, maintained and as determined by OGB, and delivered to the Contractor monthly.

Primary Plan Participant(s) – Denotes the Plan Participant whose relationship with OGB governs the coverage under the Plan.

Proposal – Denotes a response to a RFP.

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

RFP – Denotes a Request for Proposals.

Return on Investment: Denotes a performance measure used to evaluate the efficiency of an investment. ROI measures the amount of return on investment relative to the investment's cost. Contractor has guaranteed OGB at least a 1:1.31 return on its investment under this Contract.

Shall, Must, Will – Denotes a mandatory requirement.

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

State - The State of Louisiana.

3 ADMINISTRATIVE REQUIREMENTS

3.1 TERM OF CONTRACT

The term of the Contract shall begin on or about July 1, 2019, and is anticipated to end on June 30, 2022. With all proper approvals authorized by law, including prior approval by the Joint Legislative Committee on the Budget (JLCB), and concurrence with the successful Contractor, OGB may also exercise an option to extend the term of the Contract for up to twenty-four (24) additional months at the same rates, terms and conditions. Written evidence of JLCB and other required approvals shall be submitted, along with the Contract amendment, to the Office of State Procurement (OSP) to extend the Contract term. The total Contract term shall not exceed sixty (60) months. The continuation of this Contract is contingent upon the appropriation of funds by the Legislature to fulfill the requirements of the Contract.

3.2 OGB FURNISHED RESOURCES

OGB shall appoint a Contract Monitor for this Contract who will provide oversight of the activities conducted hereunder. The assigned Contract Monitor shall be the principal point of

contact on behalf of OGB and will be the principal point of contact for the Contractor concerning Contractor's performance under this Contract.

3.3 TAXES AND FEES

Contractor is responsible for payment of all taxes and fees on Contractor's income, property, and entity status (i.e., permits, licenses, etc.). Contractor's federal tax identification number is 46-1961847. Contractor's seven-digit Louisiana Department of Revenue account number is 1673619001. In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue ("LDR") must determine that the Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue prior to the approval of this Contract by the Office of State Procurement. The Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the Contractor's tax payment compliance status may be verified. The Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this Contract by the Office of State Procurement. The OGB reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should the Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of notification of such discrepancies.

3.4 PAYMENT TERMS

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor an administrative fee of \$29.21 per Primary Plan Participant per month, up to a maximum fee of One Hundred Twenty-Seven Million Dollars (\$127,000,000.00), for work performed during the initial 36 months of the Contract. This fee is inclusive of travel and all Contract-related expenses. Monthly eligibility counts for invoicing and payment purposes shall be determined based on OGB eligibility counts as of the first of each month. Payments are predicated upon successful completion by Contractor and written approval by OGB of the described scope of services and deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract. No payments will be made by OGB on banking or State holidays.

Contractor will invoice OGB monthly for payment within five (5) business days after the end of each month. Upon validation of the invoice, OGB shall render payment of undisputed amounts within thirty (30) days.

3.5 PERFORMANCE BOND

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

by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

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

3.6 PERFORMANCE GUARANTEES

Contractor agrees to provide its operational performance guarantees on an OGB-specific basis. OGB shall have the ability to modify the performance guarantees each Contract year. The Return on Investment guaranteed amount as provided in Section 1.2 of Attachment I: Scope of Services, the Primary Plan Participant satisfaction survey guarantee of two percent of annual contracted cost, and the provider visit wait time guarantee of five (5%) percent of the annual contracted cost will remain at risk, and Contractor will be subject to per day fees for certain performance guarantees. All guarantees must be reconciled annually, and any guarantee amount owed to OGB shall be paid within ninety (90) days after the end of each Contract year. Fifteen percent (15%) of the payment under the resulting Contract for Contract year 3 and Contract year 5 will be withheld until any owed ROI guarantee is provided to OGB.

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

Measurement Periods: The first period to be measured shall be July 1, 2019, through June 30, 2020. The second period will be for Contract year July 1, 2020 through June 30, 2021, and the third period will be for Contract year July 1, 2021 through June 30, 2022. The fourth and fifth periods, subject to the renewal option, will be for Contract years July 1, 2022 through June 30, 2023; and July 1, 2023 through June 30, 2024, respectively.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within the time period specified in such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in such time period, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, terminate the Contract on the date specified in such notice. Failure to perform within the time agreed upon in the Contract may result in cancellation of the Contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Contract, provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

OGB/State may terminate the Contract at any time by giving at least thirty (30) days' written notice to Contractor of such termination or negotiating with Contractor an effective date.

Contractor shall be entitled to payment for services completed prior to the Contract termination date, to the extent work has been performed satisfactorily.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

5 INDEMNIFICATION AND DEFENSE

- (a) Contractor shall be fully liable for its own actions and the actions of its agents, employees, partners and subcontractors and shall fully protect, defend, and indemnify the State, all State departments, Agencies, Boards, and Commissions, its officers, trustees, employees, servants, subcontractors, agents, and volunteers (collectively the "State"), from and against any and all losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorneys' fees), and other liabilities of every name and description ("Claims/Costs") relating to personal injury or death to any person or damages, loss, or destruction of any real or tangible property which may occur, or in any way arise out of, any act or omission of Contractor, its employees, agents, partners, or subcontractors/vendors. Contractor shall not be required to indemnify for that portion of any Claim/Cost arising due solely to the negligent or intentional act or failure to act of the State.
- (b) Contractor shall further indemnify and defend the State from and against any Claims/Costs resulting from any violation of or failure to comply with any state or federal law, or other legal or Contract requirement to the extent caused by Contractor, its agents, employees, partners or subcontractors. Contractor shall not be required to indemnify for that portion of any Claim/Cost arising due solely to the negligent or intentional act or failure to act of the State.
- (c) Contractor shall further indemnify and defend the State and OGB Plan Participants from and against any Claims/Costs beyond the payment to Contractor of \$29.21 per Primary Plan Participant per month for any scope of services rendered under this Contract by or on behalf of Contractor or any provider within Contractor's network of providers.
- (d) Contractor shall fully protect, defend, and indemnify, the State from and against all adverse federal and state tax consequences, loss, liability, damage, expense, attorneys' fees or other obligations resulting from, or arising out of, any act or omission by Contractor in connection with this Contract, including but not limited to other obligations resulting from or arising out of any premium charge, tax, or similar assessment by federal, state, and local governmental authorities, for which Contractor is liable.

- (e) If applicable, Contractor will protect, defend, and indemnify, the State, its officers, trustees, employees, servants, subcontractors, agents, and volunteers, from and against all Claims/Costs which may be assessed against the State in any action for infringement of a United States Letter Patent with respect to the products furnished, or of any copyright, trademark, trade secret or intellectual property right, in relation to the Contract provided that the State shall give 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 Claim/Cost at Contractor's sole expense; and (iii) reasonable assistance in the defense of any such action at the expense of Contractor. Where a Claim/Cost arises relative to a real or anticipated infringement, the State, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as to such infringement claim as the State deems necessary.
- (f) In addition to the foregoing remedies for patent infringement Claims/Costs, if the use of the product, material, or service or part(s) thereof shall be enjoined for any reason or if Contractor believes that such use may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the State the right to continue using such product, material, or service or part(s) thereof, as applicable, under the same terms and conditions as provided in the Contract; (ii) to modify the product, material, or service so that it becomes a non-infringing product, material, or service of at least equal quality and performance, in the State's sole opinion; (iii) to replace the product, material, or service or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, in the State's sole opinion; or (iv) if none of the foregoing is commercially reasonable, provide monetary compensation to the State.
- (g) Contractor agrees to indemnify and defend the State from all Claims/Costs relating to Contractor's or its subcontractors' fault or negligence, including, but not limited to, any claims relating to the failure of Contractor to provide services or fulfill obligations as specified in the Contract due to financial hardship or insolvency.
- (h) Contractor agrees to investigate, handle, respond to, provide defense for and defend any Claims/Costs at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims/Costs are groundless, false or fraudulent.
- (i) The OGB/State may, in addition to other remedies available at law or equity to the OGB/State, and upon notice to Contractor, retain such monies from amounts due or to become due to Contractor, or may proceed against the performance bond, if any, as may be necessary to satisfy any Claims/Costs asserted by or against the OGB/State, for which Contractor owes indemnification and/or defense pursuant to this Section.
- (j) Upon notice of any claim, demand, suit, or cause of action against the OGB/State arising out of or related to this Contract, Contractor agrees to investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The OGB/State may, but is not required to,

consult with the Contractor, but this shall not affect the Contractor's responsibility under this Section.

6 FORCE MAJEURE

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

7 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the Contract shall be resolved in accordance with the provisions of La. R.S. 39:1672.2-1672.4.

8 FUND USE

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

9 ASSIGNMENT

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

10 RIGHT TO AUDIT

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

The State has the right to hire an independent third-party auditor, if the State deems necessary, to review all accounts, procedures, matters, and records, and Contractor and/or

subcontractor/vendor shall provide access to all files, information system access, and space access upon request of the State for the third-party auditor selected to perform the indicated audit.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within thirty (30) days of notification of such finding issue a remittance to the State of any payments declared to be improper or beyond the scope of the Contract. In combination therewith, or alternatively, the State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding or subsequent invoices, if any, or may exercise its rights under the performance bond.

10.1 RECORDS

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

Contractor agrees to retain all Records in accordance with all Louisiana and federal laws and regulations. Further, Contractor agrees to retain all Records in accordance with OGB's official retention schedules (the "Schedules"), Attachment IV, until such time as the Records are returned to the State or other disposition is agreed. In the event the applicable law and the Schedules contain different retention periods, the Records shall be kept for the longer period. 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. The Schedules in place as of the effective date of this Contract are contained in Attachment IV, Records Retention Schedule, and may be amended from time to time as deemed necessary by the State. To further ensure compliance with the Schedules and Louisiana retention laws, Contractor agrees to abide by the processes outlined in Attachment V, Imaging System Survey Compliance and Records Destruction. Contractor shall return the Records to the State, at Contractor's expense, within seven (7) days of request or in the specific instance of termination or expiration of the Contract, within sixty (60) days after the termination or expiration of this Contract, and shall retain no copies of the Records unless required by applicable law, provided, the confidentiality and security requirements of this Contract shall apply to such Records as long as retained by the Contractor. Additionally, all State data must be sanitized from Contractor's (and its vendors') systems in compliance with the most current revision of NIST SP 800-66.

10.2 CONTRACTOR'S COOPERATION

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

11 CONTRACT MODIFICATIONS

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

12 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical, and other data and information relating to the State's operation or the Contract which are made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective security and procedural requirements as are applicable to OGB and the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information (other than protected health information) which is or becomes publicly available through no fault of Contractor or its subcontractors, vendors, agents, or employees, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties without breach of the Contract.

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

12.1 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/Pages/ots/InformationSecurity.aspx>, including but not limited to NIST SP 800-111 and NIST SP 800-88. 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 related to the ITB 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.

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 Event; (iii) assist and cooperate with State in its investigation of the Security Event; and (iv) provide the State with the name and contact information for an employee of Contractor 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 Event. Contractor 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.

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

12.2 THIRD PARTY REQUESTS FOR RELEASE OF INFORMATION

Should third parties request the Contractor to submit confidential information to them pursuant to an audit or other request not initiated by the Contractor, public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify the State 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.

13 SUBCONTRACTORS

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

14 COMPLIANCE WITH LAWS

The Contractor must comply with all applicable laws while providing services under this Contract. Specifically, Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

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

15 INSURANCE

Contractor's Insurance: The Contractor shall not commence work under the resulting Contract until it has obtained all insurance required herein, and Contractor shall maintain the required insurance for the duration of the Contract or as further indicated herein. The date of the inception of the policy must be no later than the first date of anticipated work under the Contract. Certificates of Insurance shall be filed with the State for approval. If so requested,

the Contractor shall also submit copies of insurance policies for inspection and approval of the State before work is commenced.

Workers' Compensation Insurance: Workers' Compensation Insurance shall be in compliance with the Workers' Compensation law of the state of the Contractor's headquarters. Employer's Liability Insurance shall be included with a minimum limit of \$1,000,000 per accident/per disease/per person. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employer's Liability limit increased to a minimum of \$2,000,000 per accident/per disease/per person. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.

Workers' Compensation Indemnity: The Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor, its owners, agents and employees shall have no cause of action against, and shall 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 State of Louisiana, its departments, agencies, agents and employees shall not be, or be considered as, the employer or statutory employer of Contractor, its owners, agents and employees. Contractor shall protect, defend, indemnify and hold harmless the State of Louisiana, its departments, agencies, agents, and employees from any such assertion or claim that may arise from the performance of this Contract.

Commercial General Liability Insurance: Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance, including but not limited to Personal and Advertising Injury Liability, which shall protect it, and the State, its officers, trustees, employees, servants, and/or agents, from losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorneys' fees), and other liabilities relating to personal injury, general negligence, violation of or failure to comply with any state or federal law, regulation, or other legal mandate, and damage to real or personal tangible property to the extent caused by Contractor, its employees, officers, agents, partners or subcontractors, and which may arise from operations or services under the Contract, whether such operations or services be by Contractor or by a subcontractor, or by anyone directly or indirectly employed or procured by either of them, or in such manner as to impose liability on the State, its officers, trustees, employees, servants, and/or agents. Such insurance shall name the State of Louisiana, its officers, trustees, employees, servants, and agents as additional insureds. The amount of coverage shall be as follows: Commercial General Liability insurance, including Personal and Advertising Injury Liability, with policy limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and Umbrella Liability insurance, with policy limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate.

The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Professional Liability (Errors & Omissions) Insurance: Contractor shall maintain professional liability insurance, which covers the professional errors, acts, or omissions of the Contractor, with minimum policy limit of \$3,000,000 per claim for the purpose of providing coverage for claims arising out of the performance of its services under this Contract. Claims-

made coverage is acceptable, subject to the further terms within this section. Coverage shall be provided for the duration of the Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed.

Cyber/Data Breach Liability Insurance: Contractor shall have in place before commencing work under the Contract and maintain during the life of the Contract and for the extended reporting period herein, cyber/data breach liability insurance, including first-party costs, for any data breach that compromises the State's confidential data, with a minimum policy limit of \$25,000,000 or self-insurance limit of \$25,000,000 per claim for the purpose of providing coverage for claims arising out of the performance of its services under the Contract. Claims-made coverage is acceptable, subject to the further terms within this section. Such insurance policy shall name the State of Louisiana, its officers, trustees, employees, servants, and agents as additional insureds. Coverage shall be provided for the duration of the Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed.

Owned, Non-Owned and Hired Motor Vehicles/Automobile Liability: Contractor shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. ISO form number CA 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. Such insurance shall cover and include third-party bodily injury and property damage liability for any owned, non-owned, and hired motor vehicles engaged in operations within the terms of the Contract, unless such coverage is included in insurance elsewhere specified.

Subcontractors: Contractor shall include all subcontractors performing work required by this Contract as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates of Insurance provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The OGB/State reserves the right to request copies of subcontractor's Certificates of Insurance at any time.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and accepted by the OGB/State. The Contractor shall be responsible for all deductibles and self-insured retentions.

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

1. Commercial General Liability and Automobile Liability Coverages

- a. The State, OGB, 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 form approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall not contain any special limitations on the scope of protection afforded to the OGB/State.

- b. The Contractor's insurance shall be primary as respects the State, OGB, its officers, agents, employees, and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the State/OGB shall be excess and non-contributory of the Contractor's insurance.

2. Workers' Compensation and Employer's Liability Coverage

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

3. All Coverages

- a. All policies must be endorsed to require 30 days' written notice of cancellation to the OGB. 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 OGB of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the OGB to require proof of compliance, or OGB's acceptance of a non-compliant certificate of insurance shall not 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 OGB 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 OGB, its officers, agents, employees and volunteers.

Acceptability of Insurers: All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction(s) in which the Contract work is performed. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for worker's compensation coverage only.

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 compliant Certificate of Insurance within 30 days.

Verification of Coverage:

1. Contractor shall furnish the OGB 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 OGB before work commences, annually during the Contract term, and upon any insurance policy renewal thereafter.
2. The Certificate Holder shall be listed as follows:

State of Louisiana
Office of Group Benefits, Its Officers, Agents, Employees and Volunteers
1201 North Third Street, G-159, Baton Rouge, LA 70802
Project or Contract #:

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The OGB 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 OGB, 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 and defense under the Contract.

16 APPLICABLE LAW

This Contract shall be governed by and enforced in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code, as applicable) (collectively referred to as the "Law"). After exhaustion of any available administrative remedies, the exclusive venue of any action brought with regard to this Contract shall be in the Nineteenth (19th) Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

17 CODE OF ETHICS

Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101, *et. seq.*, Code of Governmental Ethics) applies to the contracting parties in the performance of services called for in this Contract. Contractor agrees to immediately notify the OGB's CEO if violations or potential violations of the Code of Governmental Ethics by or through Contractor or its subcontractors/vendors under this Contract arise at any time during the term of this Contract.

18 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Contract are declared severable.

19 INDEPENDENT ASSURANCES

Contractor shall submit to certain independent audits to ascertain that processes and controls related to the contracted service are operating properly. Independent assurances may be in the form of a quality control plan [such as third party Quality Assurance (QA), an Independent Verification and Validation (IV & V)] or any other independent Contractor project or performance review or audit report.

The cost of such independent assurances will be borne solely by Contractor. Such independent assurances shall be performed at least annually during the term of the Contract. Contractor

may review any audit report before delivery to the State and include with the report a supplementary statement containing facts that Contractor considers pertinent to the audit or engagement. Contractor shall implement recommendations as suggested by the program review and/or audit, within three (3) months of report issuance and at no cost to the State.

20 NOTICE

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

To Access Health, Inc.: Ms. Mary N. Smith, President
Access Health, Inc.
1325 Barksdale Boulevard, Suite 300
Bossier City, Louisiana 71111

To OGB: Mr. Tommy Teague, CEO
Office of Group Benefits
Post Office Box 44036
Baton Rouge, LA 70804

Or

Mr. Tommy Teague, CEO
Office of Group Benefits
1201 N. 3rd Street, Suite G-159
Baton Rouge, LA 70802

The U.S. Postal Service does not make deliveries to OGB's physical location.

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

21 HEADINGS

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

22 ENTIRE AGREEMENT

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

23 ORDER OF PRECEDENCE

In the event of any inconsistent or incompatible provisions, this signed Contract (excluding the RFP and the Contractor's Proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's Proposal.

24 BUSINESS ASSOCIATE ADDENDUM

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

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

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

25 CONTRACTOR ELIGIBILITY

At the time of execution, Contractor and each subcontractor or vendor, certifies that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth in 24 CFR Part 24. Contractor has a continuing obligation to disclose any suspensions, debarment, or investigations by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracting opportunities.

26 CONTINUING OBLIGATIONS

Notwithstanding any provisions to the contrary herein, upon the termination of this Contract for any reason, the provisions of this Contract which by their nature require some action or

forbearance after such termination, including but not limited to confidentiality, PHI, reporting, indemnity, insurance, records retention, and performance guarantees, shall survive such termination and be binding until any actions, obligations, and/or rights provided therein have been satisfied or released.

27 TRANSITION OF SERVICES AND DATA

Contractor shall comply with the provisions of this Contract, and other requests of OGB/State, to accomplish a timely transition of services without interruption of services to participants. During any such transition, Contractor will provide all of the same Records and data in the same format as provided during the term of the Contract, to OGB/State or its designee. Contractor further agrees that no dispute or objection it may have regarding the propriety of any transition of services by OGB/State will relieve Contractor of these obligations.

28 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any subcontractor, engages in a boycott of Israel during the term of the Contract.

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

**STATE OF LOUISIANA
OFFICE OF GROUP BENEFITS**

BY: *Tommy Teague*

NAME: Tommy Teague

TITLE: Chief Executive Officer

DATE: 5/13/19

ACCESS HEALTH, INC.

BY: *Mary W. Smith*

NAME: Mary W. Smith

TITLE: President

DATE: 5/9/2019

ATTACHMENT I: SCOPE OF WORK/SERVICES

The Contractor must possess the knowledge, capability, and resourcefulness to effectively provide a primary health care network and services thereunder in accordance with all federal, state, and any other applicable laws, regulations, policies, and OGB requirements. The Contractor shall provide competent and qualified staff to provide the scope of services under the Contract.

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

At a summary level, these tasks include:

1. Implementation Services
2. General Support Services
3. Primary Care Network Services

The Contractor shall perform the following tasks and services:

Task (1): Implementation Services

- Assign a dedicated implementation team to manage the implementation process.
- 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. **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 five (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.**
- Upon OGB request, the Contractor will be required to work with the appointed OGB actuary, other selected OGB contractors, employees from the Division of Administration, and the OGB staff for management of the program.
- Conduct project status implementation meetings with the Contract Monitor on-site, or via teleconference.
- Perform comprehensive systems testing and quality assurance audits, with results reported to OGB prior to the "Go-Live" date, at no additional cost.
- Ensure successful and timely completion of all tasks necessary to begin performance of the Contract on July 1, 2019, 12:00 am CT.
- OGB may make initial on-site visits to network providers included in the Contractor's network. Network providers must make availability to undergo an initial on-site visit from OGB representative(s) to ensure that quality measures are met.

Task (2): General Support Services

- Designate one key person and at least one back-up staff member as the contacts to OGB for all daily operational questions.
- Meet with OGB staff on-site, or via teleconference, on at least a monthly basis to review and evaluate Contract administration. This schedule may be modified by OGB.
- Establish, arrange, and maintain capitated primary care provider network through contractual arrangements with participating providers.
- Assist OGB in meeting its responsibilities with respect to administering individual rights and obligations, such as access, amendment and disclosure accounting rights, as required by all applicable laws, including but not limited to –the Patient Protection and Affordable Care Act (“PPACA”), and HIPAA and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-164), as described in Attachment III: Business Associate Addendum.

From time to time, OGB or business associates of OGB may require access to certain protected health information, as defined in HIPAA and its implementing regulations, in order to perform certain Plan administration functions on behalf of the Plan. Contractor must adhere to the administrative requirements as outlined in the Attachment III: Business Associate Addendum.

- Assist OGB in preparation of any return or report pertaining to the capitated primary health care network as required by any federal government agency, and furnish OGB an annual report of information available to Contractor which may be needed by OGB to satisfy ERISA or any other applicable state or federal requirements. Contractor shall not be responsible for determining when or whether government filings are required or completing or filing any report or return.
- Contractor will provide to OGB any information required to be reported related to compensation earned with regard to administration of the network. This information shall include all direct and indirect compensation paid by OGB to either Contractor or a third-party subcontractor for providing network services under this Contract.
- From time to time, health plans are certified as class Plan Participants in class actions that involve payments made by the plans for health care services, medications or medical devices. Contractor must notify OGB within five (5) business days of receipt that it has received any class action notice and/or notice of other lawsuits in which Contractor determines OGB could have an interest. Contractor will file any OGB claims on behalf of OGB upon request of OGB. Contractor will provide data and reporting to use in filing for refunds and judgments at no additional cost.
- Contractor agrees to include the OGB in anti-fraud efforts undertaken by Contractor. If Contractor initiates legal proceedings pursuant to anti-fraud efforts that would include the network’s interests and OGB’s interests, Contractor shall notify OGB within five (5) business days of such litigation and as to any costs that would be incurred by OGB should OGB decide to allow Contractor to pursue OGB’s interest in such litigation. OGB shall notify Contractor if Contractor should pursue OGB’s interests in such litigation within a reasonable time.

Task (3): Primary Care Network Services

- Provide at least 45 days advance written notification to OGB of any change in capitated primary care provider network that will effect a 1% or greater change in the number of providers in the network.
- Submit standardized reports and/or data to OGB for the purpose of evaluating utilization, savings, financial experience, and other aspects of the Contractor's performance, as provided in Section 1.1 Deliverables. Format and layout must be approved by OGB.
- On or before August 1 prior to each Plan year, Contractor shall prepare a document containing a description of the covered benefits provided by the capitated primary care network to be used by OGB to prepare a plan document. OGB shall review and approve the description of covered benefits prior to dissemination to the Primary Plan Participant(s) covered under the capitated primary care network. If any changes to the draft prepared by Contractor are needed, OGB will request such changes in writing. Contractor shall update the draft to include OGB's requested changes and submit the revised draft to OGB within five (5) business days.
- Comply with grievance and appeal procedure as agreed upon by OGB and Contractor.
- Prepare and distribute an explanation of benefits to the Plan Participant following each provision of service, as required by applicable law.
- Provide a network of capitated primary health care providers (herein, referred to as "Providers"). Providers included in the capitated primary health care network must meet or exceed the following criteria:
 - Board certified or board eligible in primary care, internal medicine, emergency medicine, or family medicine.
 - Graduates of accredited medical schools with a degree of MD or DO.
 - Licensed to practice medicine in the State of Louisiana.
 - Maintains medical professional liability insurance and/or medical malpractice insurance.
 - Able to work with diverse populations
 - In possession of a Drug Enforcement Administration (DEA) number.
 - Licensed Nurse Practitioners and/or Physician Assistants working under the supervision of a licensed physician that is a provider in the capitated primary care network (meeting the requirements listed above) are eligible to participate as Providers in the capitated primary care network.

The Providers participating in the capitated primary health care network must provide, at a minimum, the following services:

- Maintain walk-in services: same day services with no appointment needed. Appointments may be made by Plan Participants in advance, but should not be required.
- Maintain an in-house x-ray machine and laboratory capabilities, in compliance with all applicable regulations, at all provider locations, and maintain laboratory and radiology accreditations.
- Newly-enrolled network providers must make availability to undergo an initial on-site visit from OGB representative(s) to ensure that quality measures are met.
- Provide direct patient care including but not limited to taking medical histories, providing treatment and education of Plan Participants, and ordering and interpreting laboratory and radiological tests.

- Provide medical evaluation and treatment for general health conditions, including but not limited to the following:
 - Cold, flus, seasonal allergies
 - Burns and other minor skin conditions
 - Sprains, joint injuries
 - Wound care
 - Gastrointestinal virus
 - Upper respiratory illnesses including, but not limited to, bronchitis, sinusitis, pneumonia, mononucleosis, and strep throat
 - Conjunctivitis and other eye infections
 - Immunizations and influenza vaccines
- Make referrals to other medical providers when treatment by a capitated primary care provider is not possible or appropriate. Referrals shall only be made to medical providers that are in the OGB self-funded plan network, currently administered by Blue Cross and Blue Shield of Louisiana. Specialist referrals should be made only when medically necessary. OGB reserves the right to monitor the specialty referral rate.
- Provide trained personnel in CPR/Automated External Defibrillator
- Provide laboratory services and radiology services
- Provide preventative screening laboratory services and provide a comprehensive and tailored personal health report for each Plan Participant to whom the Providers render such services.
- Provide services to Plan Participants within thirty (30) minutes of arrival at the capitated primary care network provider, whether the capitated network provider visit is on a walk-in or appointment basis.
- Advise patients on diet, exercise, hygiene, and general health to aid in the prevention of illnesses, diseases, and disorders.
- Provide the necessary personnel, equipment, supplies, and services to perform the Scope of Services.
- Maintain all licensures, insurance and permits to provide medical services in the State of Louisiana.
- Maintain and handle medical records and respond to subpoenas for medical records in compliance with all applicable laws.
- Give Plan Participants resources to help them better monitor their health, understand their risk factors and make educated choices as to their health.
- Conduct annual Primary Plan Participant(s) surveys. The survey tools and materials are subject to OGB's approval.

1.1 Deliverables

The Contractor shall provide the following deliverables:

- An electronic primary care network provider directory to include on the OGB website, updated monthly, in a format acceptable to OGB.
- Description of covered services offered through Contractor for the following Plan year, by August 1 prior to each Plan year.
- Copy of Providers' medical licenses, and documentation demonstrating laboratory and radiology accreditations.

- Provider access mapping on an annual basis for each Contract year.
- Monthly invoices.
- Monthly referral report in a format acceptable to OGB within fifteen (15) calendar days after the first day of each month.
- Quarterly referral report in a format acceptable to OGB within forty-five (45) calendar days after the close of each quarter
- Annual referral report in a format acceptable to OGB within ninety (90) calendar days after the end of each Contract year.
- Monthly encounter data report in a format acceptable to OGB within fifteen (15) calendar days after the first day of each month.
- Quarterly encounter data report in a format acceptable to OGB within forty-five (45) calendar days after the close of each quarter
- Annual encounter data report in a format acceptable to OGB within ninety (90) calendar days after the end of each Contract year.
- Monthly Claim File in a format acceptable to OGB within five (5) calendar days after the first day of each month.
- Monthly provider visit wait time report in a format acceptable to OGB within fifteen (15) calendar days after the first day of each month.
- Quarterly provider visit wait time report in a format acceptable to OGB within forty-five (45) calendar days after the close of each quarter
- Annual provider visit wait time report in a format acceptable to OGB within ninety (90) calendar days after the end of each Contract year.
- Results of annual Primary Plan Participant satisfaction survey in a format acceptable to OGB within thirty (30) calendar days after the end of each Contract year.
- Independent assurance reporting as provided in Section 19 of the Contract, no later than September 30 of each Contract year.
- Providers in the Contractor's capitated primary care network will provide the provider's HIPAA privacy notice to Plan Participants who receive services at the provider's clinic/place of business.
- Prepare and distribute the following materials to each new Primary Plan Participant(s) within thirty (30) days of receipt of eligibility file from OGB adding that Primary Plan Participant:

Contractor will issue identification cards to all eligible Primary Plan Participants within 30 days of the commencement of the Contract. Contractor will also issue identification cards to new eligible Primary Plan Participant(s) within thirty (30) days of receipt of the eligibility file from OGB adding the Primary Plan Participant. The identification cards must contain all elements required by all applicable laws, including but not limited to Louisiana Revised Statutes Title 22 and La. R.S. 40:2201, et seq. Otherwise, new cards will be issued on an individual basis, when eligible Primary Plan Participant(s) make changes to their coverage at OGB's annual or any other special enrollment that requires the issuance of a new card, or whenever a duplicate card is requested, at no additional charge to OGB or the Primary Plan Participant(s). Additional cards for other Plan Participants covered

under the Primary Plan Participant shall also be provided upon request and at no additional charge to OGB or the Plan Participant.

- Provide OGB-specific ad hoc reports within thirty (30) days of OGB request that will include data related to Contractor's performance as to this Contract.
- During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each, if applicable.

1.2 Performance Guarantees

The table below shows the performance guarantees against which the Contractor's performance will be measured.

Performance Guarantee	Fees at Risk	Measurement
Return on Investment guarantee	The ratio of capitated fees to actual annual cost savings to OGB is 1:1.31.	For each Contract Year, the ROI guarantee will be measured against the Contractor's performance. Contractor will submit the Claim File to OGB or OGB's authorized representative. OGB will compare the service and charge for each claim in the Claim File to the amount that OGB would have paid for that same service. OGB will thereby calculate the value of the capitated services provided under the Contract and calculate whether Contractor has met its Return on Investment guarantee. Any shortfall will be paid to OGB within 90 days of the end of each measurement period. Fifteen percent (15%) of the administrative fee payment under the resulting Contract for Contract year 3 and Contract year 5 will be withheld until any ROI guarantee owed is provided to OGB.
Provider visit wait time	5% of annual fees	Greater than one percent (1%) of Plan Participant visits were seen by the provider in greater than thirty (30) minutes from arrival time, whether the network provider visit is on a walk-in or appointment basis.
Overall Primary Plan Participant Satisfaction Survey	2% of annual fees	Satisfaction rate must be 85% or greater.
Independent Assurance Reporting	\$1,000 per day	Submit annual independent assurance report as provided in Section 19 of the Contract, no later than September 30 of each Contract year.

ROI, provider visit wait time, and overall Primary Plan Participant satisfaction survey performance guarantees must be reconciled on an annual basis for each Contract year. Any ROI, provider visit wait time, and overall Primary Plan Participant satisfaction survey performance guarantee owed to OGB shall be paid within ninety (90) days after the end of each Measurement Period.

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

Measurement Periods: The first period to be measured shall be July 1, 2019, through June 30, 2020. The second period will be for Contract year July 1, 2020 through June 30, 2021, and the third period will be for Contract year July 1, 2021 through June 30, 2022. The fourth and fifth periods, subject to the renewal option, will be for Contract years July 1, 2022 through June 30, 2023; and July 1, 2023 through June 30, 2024, respectively.

ATTACHMENT II: ADMINISTRATIVE FEE

All pricing is fully burdened and inclusive of travel and all Contract-related expenses. OGB requires the same Fixed Monthly Primary Plan Participant Capitated Fee for the entire Contract term and any option period; provided, Contractor may decrease but not increase the Fixed Monthly Primary Plan Participant Capitated Fee from year to year by Contract amendment.

Fixed Monthly Primary Plan Participant Capitated Fee (Per OGB Primary Plan Participant Per Month)
<u>\$ 29.21</u>

The total administrative fee paid to Contractor each month will be based on OGB's count of eligible Primary Plan Participants as of the first of each month.

Note: The Transitional Reinsurance Program fees and the Patient Certified Outcome Research Institute (PCORI) fees are the responsibility of OGB and are not included in the monthly administrative fee.

ATTACHMENT III: BUSINESS ASSOCIATE ADDENDUM

State of Louisiana, Office of Group Benefits

HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the "Addendum") is entered into effective the 9 day of May, 2019 (the "Effective Date"), by and between Access Health, Inc. ("Business Associate") and the State of Louisiana, Office of Group Benefits, on behalf of itself and its affiliates, if any (individually and collectively, the "Covered Entity"), and adds to the Agreement or Contract dated May 9, 2019, entered into between Covered Entity and Business Associate (the "Agreement").

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms are defined under HIPAA.
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the Effective Date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA and other applicable laws, regulations, and record retention policies, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is effective.
3. **Uses and Disclosures of PHI.** Except as otherwise limited in the Agreement or this Addendum, Business Associate may, and shall ensure that its directors, officers, employees, contractors, subcontractors, vendors, and agents use or disclose PHI only as follows:
 - (a) Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - (b) Business Associate may disclose PHI for the proper management and administration, or to carry out the legal responsibilities, of the Business Associate, provided that disclosures are required by HIPAA, or Business Associate obtains reasonable written assurances from the person or entity to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies the Business Associate of any instances of which it is aware or suspects in which the confidentiality of the PHI has been breached. In such case, Business Associate shall report such known or suspected breaches to Covered Entity as soon as possible and in accordance with timeframes set forth in this Addendum.

- (c) Business Associate, upon written request by Covered Entity, may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B). For purposes of this Section, Data Aggregation means, with respect to PHI, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analyses that relate to the health care operations of the respective Covered Entities. It is not contemplated that Business Associate will perform Data Aggregation services with PHI received from Covered Entity without express prior written permission of Covered Entity.
- (d) Business Associate may completely de-identify any and all PHI created or received by Business Associate under this Agreement; provided, however, that the de-identification conforms to the requirements of HIPAA and in accordance with any guidance issued by the Secretary. Such resulting de-identified information would not be subject to the terms of this Addendum.
- (e) Business Associate may create a Limited Data Set, as defined in HIPAA, and use such Limited Data Set pursuant to a Data Use Agreement that meets the requirements of HIPAA, provided Covered Entity agrees to such creation and use of a Limited Data Set. It is not anticipated that Business Associate will create any Limited Data Sets using PHI of Covered Entity's Plan Participants without express prior written consent of Covered Entity.
4. Required Safeguards To Protect PHI. Business Associate shall implement appropriate safeguards in accordance with HIPAA to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of the Agreement. To the extent that Business Associate creates, receives, maintains, or transmits electronic PHI ("ePHI") on behalf of Covered Entity, Business Associate shall comply with the HIPAA Security Rule as of the relevant effective date and further, shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI.
5. Reporting to Covered Entity. Business Associate shall immediately report to Covered Entity any use or disclosure of PHI not provided for by this Addendum, including breaches of unsecured PHI in accordance with the Breach Notification Rule (45 CFR Subpart D), and any security incident of which it becomes aware. Business Associate shall cooperate with Covered Entity's investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
6. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum, including, but not limited to, compliance with any state law or contractual data breach requirements.
7. Agreements with Third Parties. Business Associate understands and agrees that any agent or subcontractor that may create, receive, maintain or transmit PHI on behalf of Business Associate must comply with all applicable laws and regulations as are applicable to Covered Entity in regard to PHI. Business Associate shall enter into a written agreement with any agent or subcontractor of Business Associate that will create, receive, maintain, or transmit PHI on behalf of Business Associate. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Addendum with respect to such PHI. Such agreements with Business Associates agents and subcontractors shall be provided to Covered Entity upon request and subject to audit hereunder.
8. Access to Information. Within ten (10) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered

Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 CFR 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) days forward such request to Covered Entity.

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

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

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

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

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

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

15. *Breach of Contract by Business Associate.* In addition to any other rights Covered Entity may have in the Agreement, this Addendum or by operation of law or in equity, Covered Entity may (i) immediately terminate the Agreement if Covered Entity determines that Business Associate has violated a material term of this Addendum, or (ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's exercise of its option to permit Business Associate to cure a breach of this Addendum shall not be construed as a waiver of any other rights Covered Entity has in the Agreement, this Addendum or by operation of law or in equity.
16. *Indemnification.* Business Associate shall defend, indemnify and hold harmless Covered Entity and its officers, trustees, employees, subcontractors and agents from and against any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate or its subcontractors of Business Associate's obligations under this Addendum or HIPAA. This Section 16 of the Addendum shall survive the termination of the Agreement or this Addendum.
17. *Exclusion from Limitation of Liability.* To the extent that Business Associate has limited its liability under the terms of the Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI. This Section 17 of the Addendum shall survive the termination of the Agreement and this Addendum.
18. *Injunctive Relief.* Business Associate acknowledges and stipulates that the unauthorized use or disclosure of PHI by Business Associate or its subcontractors while performing services pursuant to the Agreement or this Addendum would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from Business Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement or this Addendum.
19. *Third Party Rights.* The terms of this Addendum are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and Covered Entity.
20. *Owner of PHI.* Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate pursuant to the terms of the Agreement.
21. *Changes in the Law.* Covered Entity may amend either the Agreement or this Addendum, as appropriate, to conform to any new or revised federal or state legislation, rules, regulations, and records retention policies to which Covered Entity is subject now or in the future including, without limitation, HIPAA.
22. *Judicial and Administrative Proceedings.* In the event Business Associate receives a subpoena, court, or administrative order, or other discovery request or mandate for release of PHI, other than a standard medical records request/medical records subpoena, Business Associate shall notify Covered Entity of such within five business days by providing a copy of such and any applicable comments. Covered Entity shall have the right to control Business Associate's response to such request.
23. *Conflicts.* If there is any direct conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

(Signature page to follow)

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

**STATE OF LOUISIANA
OFFICE OF GROUP BENEFITS**

BY: Tommy Teague

NAME: Tommy Teague

TITLE: Chief Executive Officer

DATE: 5/13/19

ACCESS HEALTH, INC.

BY: Mary N. Smith

NAME: Mary N. Smith

TITLE: President

DATE: 5/9/2019

ATTACHMENT IV: RECORDS RETENTION SCHEDULE

Records Retention Schedule

Item Number	Records Series Title	Retention Period		Security	Archived	State Records Center	Vital	Comments
		In Office	Storage					
1	Unit Audit Reports (Information Accuracy Checks)	ACT + 1 CY	ACT + 1 CY	M	S	N		ACT = unit end of CY in which identification used ends.
2	Health Insurance Portability and Accountability Act Policy and Security Policies and Procedures	ACT + 6 CY	ACT + 6 CY	M	S	N		ACT = unit end of CY in which received or reproduced and agency ceases to operate.
3	Notice of Privacy Practices	ACT + 6 CY	ACT + 6 CY	M	S	N		ACT = unit the end of full CY created or received.
4	HIPAA Compliance Documentation	ACT + 6 CY	ACT + 6 CY	M	S	N		ACT = unit the end of full CY created or received.

Agency Approval: 

Date Signed: 12-28-14

Secretary of State: Louis Martin

Date Approved: 1/14/15

as per 49:552 (R)(2), 12/20/14-620

Page 1 of 1
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 ADDITIONAL PAGE

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 602 03/13
 Page 3 of 7
 2/20/14
 WSK

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Internal Audit reports (audited documents, reports, work papers, legislative staff reports)	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the CY in which report is completed
2	Board and Committee Minutes	PERM		PERM	M	R	N	V	
3	Strategic Plan	ACT + 6 CY		ACT + 5 CY	P	S	N	I	ACT = until the end of the CY in which agency ceases its operation
4	Legal Files	ACT + 1 CY	9 CY	ACT + 10 CY	M	S	Y	V	ACT = until end of CY in which file is closed out.
5	Board Election Materials	ACT + 3 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.


 Agency Approval
 Date Signed: 12-30-14
 Secretary of State, State Archives & Records Services
 Date Approved: 1/17/15

Retention Period Abbreviations:
 ACT - Actual Period (when used define term in remarks column)
 CY - Calendar Year (Jan 1 - Dec 31)
 AY - Academic Year (Aug 1 - July 31)
 FY - Federal Fiscal Year (Oct 1 - Sept 30)
 MO - Month (MS - March, JY - July, OY - October)
 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 - Unlabeled
 Agency Abbreviations

Records Retention Schedule

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total					
1	Special order forms, Personnel Action Requests, Travel Requests/Expense reports, regulations and related correspondence/information.	ACT + 2 CY	1 CY	ACT + 3 CY	M	S	Y	1	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	1	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	1	ACT = until end of CY in which supervisor ends.
4	Visitor sign-in/sign-out Sheets	ACT + 3 CY	30Y	ACT + 3 CY	M	S	Y	U	ACT = until end of CY in which created or received.
5	Time and Attendance Reports/Visitor Reports, PES, PPR, Leave requests, Overtime documentation and related correspondence/information.	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	Y	ACT = until end of CY in which created or received.
6	Mails, Fax, Postage & Tracking Logs	ACT + 1 CY	2 CY	ACT + 3 CY	M	S	Y	1	ACT = until end of CY created or received.
7	Budget records	ACT + 5 CY		ACT + 5 CY	P	S	N	1	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	M	Y	ACT = until first 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	Y	ACT = until end of CY in which contract is awarded.

Agency Approval: 

Date Signed: 11-16-14

Secretary of State, State Archives & Records Services: Carmel M. Moore

Date Approved: 12/1/14

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 REPLACEMENT PAGE
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Records Retention Schedule

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 Post Office Box 94125, Baton Rouge, LA 70804

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89 ARC 802 01/12
 Page 4 of 7

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

Permitted Retention Period Abbreviations:
 ACT - Active Period (items used within item to maintain coloring)
 FY - Fiscal Year (July 1 - June 30)
 CY - Calendar Year (Jan 1 - Dec 31)
 AY - Academic Year (Aug 1 - July 31)
 FRY - Federal Fiscal Year (Oct 1 - Sept 30)
 MO - Month WK - Week CY - Day(s)
 PERM - Permanent

Security Status Codes:
 P - Public Report
 M - Law/Custom Confidential Information
 C - Confidential Information
 A - 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 Records Identification Code:
 V - Vital
 I - Important
 U - Unlikely

Agency Abbreviations:

Agency Approval: *[Signature]*

Date Signed: *12/18/14*
 Secretary of State, State Archives & Records Services
 Date Approved: *12/18/14*

Louisiana Secretary of State, Division of Archives, Records Management and History
 Post Office Box 94126, Baton Rouge, LA 70804

Records Retention Schedule

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SS ARC 002 (07/12)

Page 5 of 7

Indicate Use of Form

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REPLACEMENT PAGE

ADDENDUM PAGE

Remarks

Item Number	Records Series Title	Retention Period		Security	Archival	State Records Center	Vital	Agency Abbreviations
		In Office	In Storage					
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	Expansion of Benefits (EOBA)	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	Push-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 responsible, controlled or reviewed
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

Agency Approved

Date Signed

Secretary of State, State Archives & Records Services

Date Approved

Records Retention Schedule

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SS ARC 503 (07/12)

Page 6 of 7

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 ORIGINAL SUBMISSION
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 REPLACEMENT PAGE
 APPENDIX PAGE
 Remarks

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Agency Abbreviations
		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, whichever later 3 years.
2	Life Insurance Beneficiary Forms (OGB and Outside agencies held by OGB)	PERM		PERM	C	R	N	V	
3	Hospital Audit, Statistical Reports and Work papers	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until end of CY in which agency creates its reports.
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 creates its reports.
5	Health Care 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 report 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 made.
7	Reviews (Medical and Charitable)	ACT + 10 CY		ACT + 10 CY	C	S	N	I	ACT = until end of CY in which report creates its data.

Agency Approval: *[Signature]*

Date Signed: *[Signature]*

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

Date Approved: 12/18/14



Records Retention Schedule

88 ARC 823 (6/1/12)

Louisiana Secretary of State, Division of Archives, Records Management and History
 Post Office Box 94126, Baton Rouge, LA 70804

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Codes	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Preferred Provider Optimal/Exclusive Provider Option Contracts	ACT + 5 CY		ACT + 5 CY	M	S	N	V	
2	Large Approvals	ACT + 3 CY	7 CY	ACT + 10 CY	M	S	N	V	
3	Adjusted Batch Listings	ACT + 7 CY		ACT + 7 CY	M	S	N	V	ACT = until the end of the CY in which plan expires

Page 7 of 7
 Indicates Use of Form:
 ORIGINAL SUBMISSION
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 ADDENDUM PAGE
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Agency Approval: 
 Date Signed: 2-18-14
 Secretary of State, State Archives & Records Services: 
 Date Approved: 12/18/14

Louisiana Secretary of State, Division of Archives, Records Management and Security
 Post Office Box 94126, Baton Rouge, LA 70804

Records Retention Schedule

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SR REC 892 (01/12)
 Page 1 of 1

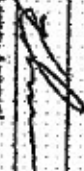
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Item Number	Records Series Title	Retention Period		Total Retention	Security	Archival	State Records Center	Vital	Agency Address/Inflow
		In Office	In Storage						
1	Daily work papers (Excludes copies of petitions and non-essential notes with P/O or contact information used for customer service work).	ACT		ACT	M	S	N	U	ACT - still end of CTY in which created or received

Permitted Retention Period Abbreviations
 ACT - Active Period (when used define term in remarks column)
 FY - Fiscal Year (July 1 - June 30)
 CY - Calendar Year (Jan 1 - Dec 31)
 AY - Academic Year (Aug 1 - July 31)
 FRY - Federal Fiscal Year (Oct 1 - Sept 30)
 MO - Month: NR - Week: DT - 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
 Date
 Y - Yes
 N - No
Vital Record Identification Code
 V - Vital
 I - Important
 U - Unrated

Agency Approval: 

Date Signed: 12-30-14

Secretary of State: Cavitt Watkins

Date Approved: 1/7/15

ATTACHMENT V: IMAGING SYSTEM SURVEY COMPLIANCE AND RECORDS DESTRUCTION

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

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

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

Further, to ensure compliance with OGB's Schedules (Attachment IV) 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 [Access Health, Inc.]" 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 IV.