

REQUEST FOR PROPOSAL	LSU	BID DUE DATE AND TIME
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		04/16/2026 02:00 PM CT

SOLICITATION RFQ-0000002721 SUPPLIER # SUPPLIER NAME AND ADDRESS <div data-bbox="175 394 789 604" style="border: 1px solid black; height: 100px; width: 100%;"></div>	RETURN BID TO Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803 Buyer Jene Troxclair Ledet Buyer Phone Buyer Email jeneledet@lsu.edu Issue Date 03/09/2026
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TITLE: Network, Claims Administration and Medical Management Services for LSU First

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SECTION 1: INTRODUCTION AND BACKGROUND

1.1 University Information

Louisiana State University and Agricultural & Mechanical College (hereinafter referred to as the “University” or “LSU”) is the state’s comprehensive research University. The University is classified by the Carnegie Foundation as a Doctorate-granting University, with very high research activity - one of only 27 public and 23 private universities in the nation. The University’s instructional programs include 194 undergraduate and graduate/professional degrees. The University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (SACSCOC) to award bachelors, masters, doctoral, and professional degrees.

As the premier University of the state, the mission of the University is the generation, preservation, dissemination, and application of knowledge and cultivation of the arts for the benefit of the people of the state, the nation, and the global community. The University offers challenging undergraduate, graduate, and professional education programs for outstanding students from Louisiana, the nation, and other countries. The University’s libraries and museums preserve the rich cultural heritage of the state, and scholars and artists at the University contribute to the literature, history, science, technology, and arts of our culturally diverse community.

The student body consists of over 35,000 students from 50 states and more than 110 foreign countries. The University employs approximately 5,000 faculty and staff. LSU Alumni total more than 250,000. The University is located on more than 2,000 acres in the southern part of Baton Rouge, Louisiana. The campus is bordered on the west by the Mississippi River. The University’s more than 250 principal buildings are grouped on a 650-acre plateau that constitutes the main part of the campus.

The LSU First Health plan was created by a Memorandum of Understanding (MOU) with the Louisiana Division of Administration, Office of Group Benefits, and LSU in 2002, in order to create a health plan that meets the unique needs of higher education employees. The MOU allows employees who meet eligibility and non-Medicare primary retirees and surviving dependents to participate in the LSU First Health plan from the following campuses/agencies: LSU System campuses and hospitals; House or Representatives, Senate, Office of the Legislative Auditor, Legislative Fiscal Office, Louisiana Budget Control Council, and agencies covered under a Successor Agreement.

1.2 Purpose

The purpose of the Request for Proposal (“RFP”) is to obtain competitive Proposals as allowed by the Higher Education Procurement Code (LAC34.XIII.501.A.2) from bona fide, qualified Respondents who are interested in providing administrative, network, claims administration, medical management, and COBRA Services for a self-funded health plan offered by LSU in accordance with the specifications and conditions specified in this RFP.

The Supplier will be responsible for all facets of the day-to-day operational administration of LSU’s self-funded health plan including, but not limited to, implementation and delivery of third party administration of health claims; including creation and maintenance of a client specific network (currently known as First Choice Provider Program), national network services; population health management, including but not limited to disease management; a wellness program, call center operations, and general and advisory services regarding health plan design; support of current programs, and COBRA services. LSU is looking to partner with an administrator that will provide advisory or “best in class” health plan design and administration practices (pre-authorizations, standard

exclusions, etc.). The Supplier shall administer and pay all claims on LSU's behalf for the LSU First Health Plan. The Supplier will provide innovative solutions for self-funded health program management, including efficient claims processing, network management and population health management. The Supplier is expected to drive health risk improvement and mitigation of rising costs of healthcare in order for LSU to continue to provide the best value to its Plan Participants. The Respondent will match current Plan design outlined in the current Summary Plan Document (SPD) and Summary of Material Modification (SMM). LSU reserves the right to change and add to its health plan options at any time during the period of the resulting Contract. LSU will not provide advance funding for payment of claim expenses. Also included in this proposal is day-to-day administrative services for the LSU Flexible Spending plan ("FSA") which includes the processing of flexible spending health care and dependent care claims for enrolled participants, substantiation of claims, administration of COBRA for terminated employees, and debit card administration.

The intent of this RFP is to assess the depth, value, and quality of each Respondent's network, and to ultimately utilize a Respondent's network; however, LSU reserves the right to request special involvement with network maintenance and final decision on any value-based health agreements or programs. It is expected that all LSU Suppliers will be able to support program offerings and initiatives, as well as be able to support changes to these offerings and initiatives. Upon request, Supplier will need to work with other LSU Suppliers, the appointed LSU actuary, LSU's Pharmacy Benefit Manager (PBM), and employees from LSU, which is responsible for managing the self-funded health Plan.

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

1.3 Goals and Objectives

LSU's objective is to secure the services of a qualified Respondent to administer the LSU First Health Plan and the FSA in accordance with Exhibit I: Summary Plan Document and Exhibit II: Flexible Spending Summary Plan Description. LSU expects to pay competitive administrative fees and have minimal disruption to the enrolled members of the LSU First Health Plan and FSA. LSU expects the Supplier to provide excellent customer service to members as well as timely, thorough consultation with LSU and partner Suppliers to develop a cost-effective, high-value benefit program.

1.4 Key Challenges and Concerns

LSU First is a consumer-directed, self-insured Plan administered by LSU for its employees and other eligible participants that encourage Plan Participant(s) to be informed purchasers of health care services. The Plan is generally divided into three (3) segments: (i) a health reimbursement account ("HRA"), which is fully funded by LSU; (ii) a deductible requiring 100% payment by the employee; and (iii) medical and pharmacy coinsurance that is subject to an out-of-pocket maximum. The LSU First Health Plan utilizes a multi-tier network approach with a local healthcare network (called First Choice providers Tier 1) that offers aggressive contracting to steer utilization and rewards employees by waving the deductible and co-pay for services. The Plan also has some direct contracts with providers in which the deductible and coinsurance may also be waived and treated as Tier 1. The Supplier must have the ability to prorate the HRA, Deductible, and Out of pocket accumulators based on the employee effective date of coverage. The supplier must be able to send and receive direct eligibility file feeds daily with the PBM (Pharmacy Benefit Manager) and have the ability to send and receive data to track individual or combined medical and prescription out of pocket maximums. In addition, the Supplier must be able to administer an HRA that covers half the deductible that applies to medical claims; the HRA for the current year and rollover HRA from previous years may be housed in two distinct data fields by the Third-Party

Administrator (“TPA”). In addition to the local First Choice network, the Supplier must offer a national network of providers with aggressive contracts, and negotiate out of network claims, as appropriate.

The FSA allows employees the opportunity to set aside pre-tax dollars for out of pocket health care or dependent care expenses incurred by the employee or eligible dependents. Employees of the LSU System campuses may participate in the FSA. The FSA should be administered based on the Summary Plan Document in Exhibit II: Flexible Spending Summary Plan Description.

Background and Challenges:

As Louisiana’s leading public system of higher education, LSU’s objective in establishing the LSU First Health Plan was to address specific needs and obstacles in competing for the best faculty and staff. LSU accomplished its goals by providing the Plan as an alternative to its employees: (i) providing greater choice in the level and type of medical benefits offered; (ii) without sacrificing choice, containing healthcare costs, particularly for lower paid employees; (iii) addressing the concerns of those who live in communities with limited access to health care; (iv) improving the services provided to Plan Members; (v) building a health plan design and support tools around the needs of employees; (vi) giving faculty and staff more control over their health care dollars; and (vii) establishing cooperative and productive relationships with Providers.

Beginning in 2003, the eligibility provisions of the Plan were amended to allow the members, staff, officers, and retirees of the Louisiana Legislative Branch, comprised of but not limited to, the House of Representatives, the Senate, the Office of the Legislative Auditor, the Legislative Fiscal Office, and the Louisiana Budgetary Control Council to participate in the Plan. Thus, members enrolled in the Plan come from multiple LSU campuses as well as several state agencies, each of which may have its own Human Resources Management Department and Payroll/Billing Department. Retirees are required to enroll in Medicare Part A and Part B if eligible; once a retiree and any and all dependents are enrolled in Medicare Part A and Part B, those families are no longer eligible to remain on LSU First Health Plan but are eligible for other health plans offered by the University. LSU, pursuant to applicable Louisiana statutory and regulatory procurement provisions, contracts with entities to provide claim administration, provider network access, medical management, and pharmacy benefit management.

In addition, approximately half of LSU employees are managed using Workday and half by PeopleSoft. Various other participating agencies such as the House or Senate are in various payroll systems. Annual enrollment meetings are held on multiple campuses throughout the month of October, and the Supplier will be expected to participate in each meeting and/or benefit fair. Thus, although the contract will not begin until January 1, 2027, the Supplier will be expected to provide annual enrollment services during onsite annual enrollment meetings in October/November 2026.

LSU First Enrollment			
Enrollment Type	2026	2025	2024
Employee	8,655	8,487	8,323
Dependents	8,005	7,918	8,012
Total Participants	16,660	16,405	16,335
Retiree Medicare plan Count (Services for Retirees are not in this bid)	4,078	3,883	3,681

Total LSU First Enrollment	20,738	20,288	20,016
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The current plan provider network hierarchy is as follows: (i) LSU First Choice Network (Tier 1); (ii) Verity HealthNet local network (Tier 2); (iii) Aetna ASA national network (Tier 2); and (iv) Out-of-Network.

LSU First Claims Expense by Network Type			
Network	2025	2024	2023
Tier 1 First Choice	\$69,598,616.88	\$68,439,502.20	\$67,969,451.83
Tier 2: Local-Verity	\$6,341,173.30	\$7,476,371.98	\$6,438,485.66
Tier 2: National-Aetna	\$18,017,022.46	\$19,145,196.66	\$17,476,234.64
Out of Network	\$682,101.02	\$530,466.88	\$775,658.79
Total Claims Expense	\$94,638,913.66	\$95,591,537.72	\$92,659,830.92

Physician Totals by Place of Service			
Plan Paid	2025	2024	2023
Emergency	\$1,289,401.11	\$1,274,295.84	\$1,132,758.61
Primary Care Physician	\$7,121,511.90	\$6,983,443.50	\$6,846,586.49
Specialist	\$14,708,055.17	\$15,181,691.86	\$14,547,125.99
Urgent Care	\$955,715.50	\$1,052,502.05	\$1,110,185.46

Facility Totals by Type			
Plan Paid	2025	2024	2023
Outpatient	\$35,030,565.66	\$32,184,956.75	\$33,526,124.64
Inpatient	\$14,955,551.54	\$18,169,331.87	\$15,837,117.75
Emergency	\$4,637,287.22	\$4,516,371.40	\$3,787,949.23

Flexible Spending Enrollment			
Year	2026	2025	2024
Healthcare Flexible Spending	1122	1235	1151
Dependent Care Flexible Spending	207	251	238
Total Enrollment	1329	1486	1389

SECTION 2: ADMINISTRATIVE INFORMATION

2.1 Definitions

Administrative Fee (Admin Fee): Per Employee Per Month (PEPM) Fee paid for the performance of administrative services under this agreement.

Agreement or Contract: The written Agreement, if any, executed by the authorized representatives of the University and the Supplier that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained in this RFP, of the respective parties to the arrangement for provision of services.

Aggrieved Party: A person who files a written protest in connection with the solicitation or award or the issuance of a written Notice of Intent to Award a contract under the Higher Education Procurement Code and has or may have a pecuniary or other property interest in the award of the contract.

Award: The acceptance of a bid or Proposal; the presentation of a purchase order or contract to a Supplier.

Benefit Plan or LSU First Health Plan or Plan: The LSU System self-funded, employer sponsored medical benefit plan offered to eligible employees, retirees, and their eligible dependents, under which Covered Benefits and services are provided to eligible Plan Participants in accordance with the terms of the Plan and applicable eligibility data.

Best and Final Offer (BAFO): In a competitive negotiation, the final Proposal submitted by a respondent after negotiations have been completed and which contains the respondent's most favorable terms in response to the solicitation.

Business Associate Agreement (BAA): a privacy agreement amongst parties.

Campus: Louisiana State University and Agricultural & Mechanical College (LSU), a component of the Board of Supervisors of Louisiana State University System under the management of the Louisiana State University and Agricultural & Mechanical College located in Baton Rouge.

Chief Procurement Officer (CPO): As used in this RFP is the Assistant Vice President for Procurement and Property Management for LSU.

Claim(s): the Covered Benefits Claims processed through an online Claims adjudication system or otherwise sent and processed by Supplier.

CMS: the Centers for Medicare and Medicaid Services.

COB: the Coordination of Benefits.

Covered Benefit(s): health care services, products, or supplies made available as a covered benefit to Plan Participants as set forth in the respective Plan.

Dependent Care Flexible Spending: permits a participant to set aside pre-tax money to pay for dependent care expenses for young children under age thirteen (13) in daycare and elderly or disabled dependents, who cannot care for themselves.

Discussions: For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Respondents who submit Proposals in response to this RFP.

DRG: diagnosis-related group.

Entity: -An association, corporation, partnership, limited liability company, or any other legal entity individual that has legal standing under State Law.

EOB: an Explanation of Benefits.

EOP:- an Explanation of Payment.

First Choice (Tier 1): a narrow provider network comprised of selected hospitals, physicians, and allied health providers that have entered into aggressive contractual reimbursement and performance arrangements that promote high-value cost effective care and statewide access to Covered Benefits for eligible Plan Participants.

Fiscal Year: July 1 through June 30.

FSA: Flexible Spending Plan.

Grace Period: Denotes the 2 months plus 15 days immediately following the end of a plan year when participants may incur qualifying expenses to be reimbursed from their respective unused FSA benefits remaining at the end of the immediately preceding plan year in accordance with the IRS Notice 2005-42 or any amendment thereof.

Healthcare Flexible Spending: employer sponsored benefit funded by pre-tax salary reduction, allowing a participant to contribute to an account for qualified unreimbursed medical, dental or vision expenses.

Higher Education Procurement Code: The rules adopted pursuant to the authority granted by R.S. 17:3139.5.5.c.i, for use by the initial qualifying institution and those institutions operating under the auspices of a shared services model managed by the qualifying institution, in lieu of state procurement statutes when the university procures goods or services or enters other contracts.

HIPAA: the Health Insurance Portability and Accountability Act.

HRA: Health Reimbursement Account.

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

LaPAC: The Louisiana Procurement and Contract Network. The state's online electronic bid posting and notification system resident on State Purchasing's website [<https://wwwcfprd.doa.louisiana.gov/osp/LaPAC/pubMain.cfm>].

LSU Board of Supervisors: The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

LSU System: The campuses and hospital that report to the LSU Board of Supervisors.

Mandatory Requirements: For purposes of this RFP, the terms "shall," "must," and "will" denotes mandatory requirements.

May: The term "may" denote an advisory or permissible action.

MBI: Medicare Beneficiary Identifier.

Member: Plan Participants who are entitled to Covered Benefits through LSU First Health Plan as identified in the eligibility data.

Must: The term "must" denote mandatory requirements.

Negotiation: Conferring, discussing, or bargaining to reach agreement in business transactions on a potential procurement.

Non-Responsive Proposal: A Proposal submitted without the necessary documentation and requirements as set forth in this RFP.

ONN: Out of Network.

Partner Supplier: Any Supplier LSU contracts with to work on the Plan (i.e., PBM, actuary).

PBM: the Pharmacy Benefit Manager.

PEPM: Per Employee Per Month.

Plan Participant(s): individuals who are entitled to Covered Benefits through LSU First as identified in the eligibility data files.

Plan Sponsor: means LSU.

Plan Year: - January 1 – December 31.

Primary Plan Participant(s): the Plan Participant whose relationship with LSU or the employee/retiree governs the coverage under the Plan.

PPACA : the Patient Protection and Affordable Care Act.

Procurement: The process by which the ownership or use of goods or services is acquired. Also includes all functions that pertain to the obtaining of goods and services, including but not limited to description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Proposal: Document(s) submitted by the responsible Respondent pursuant to the Request for Proposals (RFP).

Protest: A written objection by a potentially aggrieved party to a solicitation or award of contract, with the intention of receiving a remedial result. Protests must be filed in accordance with the Higher Education Procurement Code.

Respondent: An individual or entity that submits a response to a solicitation.

Responsible Respondent: A business entity or individual determined to be fully capable of meeting all requirements of the solicitation and subsequent contract and which has the personnel, financial and technical resources to perform as will be contractually required. A responsible respondent must be able to fully document in advance the ability to provide good faith performance.

Request for Proposal (RFP): Referred to as the “Solicitation” or the “RFP” in this document. A solicitation for Proposals to supply services or a combination of services and goods where weighted criteria are the basis for award.

Run-out Period: the time period immediately following the Grace Period, ending on April 15, when participants may submit qualifying expenses incurred during the preceding plan year and/or Grace Period for reimbursement from their respective unused FSA benefits remaining at the end of the immediately preceding plan year.

SBC: Summary of Benefits and Coverage.

SMM: Summary of Material Modifications.

SPD: Summary Plan Document.

Services: The furnishing of labor, time or effort by a supplier which may involve, to a lesser degree, the delivery or supply of a product, incidental to the required performance.

Shall: The term “shall” denote mandatory requirements.

Should: The term “should” denote a desirable action.

State: The State of Louisiana.

Subcontractors: Providers under contract to Supplier as approved by the University.

Supplier: Any person having a contract with a governmental body.

Successor Agency: A state agency that has a signed agreement allowing certain plan members to participate in the LSU First Health plan.

TPA: Third Party Administrator.

University or LSU: Louisiana State University and Agricultural & Mechanical College (LSU), located at Baton Rouge and designated as the premier flagship University for the State, an institution of the Louisiana State University System and under the supervision and management of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

Wellness Credit: financial incentive applied to participants health insurance premium earned by completing specified wellness related activities as defined by the plan.

Will: The term “will” denote mandatory requirements.

2.2 Schedule of Events

Event	Date	Time (CST)
RFP Posted to LaPAC	3/9/2026	
Deadline to Submit Attachment B: Business Associate Agreement	3/20/2026	
Deadline for Receiving Written Inquiries.	3/25/2026	2:00 PM
Issue Responses to Written Inquiries	4/7/2026	
PROPOSAL DUE DATE AND TIME. Proposals received late for whatever reason will not be considered.	4/16/2026	2:00 PM
Written Clarifications/Presentations Please note that designated Respondents may be required to make oral presentations relative to their respective Proposals prior to the final selection of the Supplier. Those Respondents selected to make such presentation will be notified.	TBD	
Best and Final Offer (BAFO)	TBD	
Notice of Intent to Award Issued	TBD	
Contract Start Date (Proposed)	1/1/2027	

NOTE: The University reserves the right to revise this schedule.

2.3 Proposal Submittal (Mailed)

This RFP is available in electronic form at the Louisiana Procurement and Contract Network's (LaPAC) website <https://wwwcfprd.doa.louisiana.gov/osp/LaPAC/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Coordinator with LSU Procurement Services. To respond to the RFP, Respondents must have access to confidential LSU data. To access such data, Respondents must complete, sign and date the Business Associate Agreement (BAA) (Attachment B). Respondents must send an email to the RFP Coordinator with the name and email address of the person that will be responsible for signing the BAA. Upon receipt, LSU will forward the BAA to the appropriate party for electronic signature. Once signed, access to Exhibits IV – VI will be provided. Exhibit IV will include an electronic record containing redacted historical claims detail. Respondent must have this RFP BAA signed, dated and delivered to LSU no later than the date indicated in the Schedule of Events (Section 2.2).

Jené Ledet, RFP Coordinator
Louisiana State University
Procurement Services
213 Thomas Boyd Hall

Baton Rouge, LA 70803
E-Mail: jeneledet@lsu.edu
Phone: 225-578-5510

It is the Respondent's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. LSU Procurement Services is not responsible for a Respondent's failure to download any addenda documents required to complete a Request for Proposal.

NOTE: To receive the email notification from LaPAC, suppliers must register in the LaGov portal and pay the supplier fee. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg
and help scripts are available on OSP website under vendor center at
<https://www.doa.la.gov/oa/osp/vendor-resources/>

To submit a proposal, Respondent shall submit the following:

- One (1) signed original proposal, which should be clearly marked as "original."
- One (1) USB flash drive with Exhibits IV and V in the Excel templates provided (the Exhibits must be submitted in Excel format).

Each Respondent should submit the following:

- Nine (9) additional copies of the proposal.
- One (1) redacted copy of the proposal, if applicable (See Section 2.5 - Confidential Information, Trade Secrets, and Proprietary Information).
- One (1) "searchable" electronic copy of the proposal on USB flash drive. The searchable electronic copy should be provided as one file.
- One (1) redacted electronic copy of the proposal on a USB flash drive, if applicable (See Section 2.5 – Confidential Information, Trade Secrets, and Proprietary Information).

The Proposal with the original signature and a redacted copy will be retained for incorporation in any Contract resulting from this RFP.

All Proposals MUST be received by LSU Procurement Services **no later than the date and time shown in the Schedule of Events.**

Important - - Clearly mark outside of envelope, box, or package with the following information and format:

RFQ# 000002721

Opening Date: 04/16/2026

Opening Time: 2:00 PM CST

Respondents are hereby advised that the U.S. Postal Service does not make deliveries to our physical location. All mail is received at a central receiving location on Campus and then distributed appropriately.

Proposals may be delivered by hand or courier service or mailed through the U.S. Postal Services to our physical location at:

Louisiana State University
Procurement Services

213 Thomas Boyd Hall
Baton Rouge, LA 70803-3001
Attn: Jené Ledet

Respondent is responsible for ensuring that its courier service provider makes inside deliveries to our physical location. LSU Procurement Services is not responsible for any delays caused by the Respondent's chosen means of Proposal delivery. Failure to meet the Proposal opening date and time shall result in rejection of the Proposal. *Late Proposals cannot be accepted per LAC 34:XIII.515.B.* Rejected Proposals will not be opened.

Any Respondent who would like to view the opening of this solicitation can access the following link and can register in advance for this meeting at <https://lsu.zoom.us/meeting/register/zX8uuvNtQMCUARVrdsIuw>

After registering, a confirmation email will be received containing information about joining the meeting.

PROPOSALS SHALL BE OPENED PUBLICLY DURING THE ELECTRONIC BID OPENING AND ONLY RESPONDENTS SUBMITTING PROPOSALS SHALL BE IDENTIFIED. PRICES SHALL NOT BE READ.

2.4 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. Provide an executive summary of your Proposal. The executive summary should touch on all components of your Proposal and highlight those features that you believe best demonstrate the advantages of selecting your firm for this Contract.
- B. The attached Certification Statement (Attachment A) must be signed, dated, and submitted with the Proposal by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.
- C. Respondents should number their responses to the sections using the same numbering convention as presented in the RFP document as applicable. Each numbered section of the response should use the same section titles as identified in the RFP document. All required documents and information shall be provided for each section. Proposals that do not meet all requirements may be deemed as unresponsive and removed from consideration.

2.4.1 Collateral Information

Please provide any collateral information as appendices. All appendices should be catalogued within the Proposal document at the end.

Collateral Information includes, but is not limited to, policies, handbooks, manuals, photos, or other documentation that will assist the committee in assuring compliance with Mandatory Requirements.

2.5 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the Proposal. The Financial Proposal will not be

considered confidential under any circumstance. Any Proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this Procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1-44) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this Procurement shall be open to public inspection. Respondents are reminded that while trade secrets and other proprietary information they submit in conjunction with this Procurement may not be subject to public disclosure, protections must be claimed by the Respondent at the time of submission of its Technical Proposal. Respondents should refer to the Louisiana Public Records Act for further clarification.

The Respondent must clearly designate the part of the Proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Respondent shall mark the cover of the Proposal, specifying the specific section(s) of the Proposal sought to be restricted, with the following:

“The data contained in pages _____ of the Proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Respondent as a result of or in connection with the submission of this Proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Respondent, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

If the Respondent does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

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

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

2.6 Proposal Clarifications Prior to Proposal Due Date

2.6.1 Inquiry Periods

The University shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the Procurement cycle and operations of the University. The University reasonably expects and requires responsible and interested Respondents to conduct their in-depth Proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Respondents to perform a detailed review of the Proposal documents and to submit any written inquiries relative thereto. Without

exception, all inquiries MUST be submitted in writing by an authorized representative of the Respondent, clearly cross-referenced to the relevant RFP section (even if an answer has already been given to an oral question during the Pre-Proposal conference) to the RFP Coordinator. All inquiries must be received by the time specified on the Inquiry Deadline date set forth in the Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the University. Inquiries received after the established deadline are not be entertained.

An addendum will be issued and posted at the Office of State Purchasing's LaPAC website, to address all inquiries within the specified timeframe and any other changes or clarifications to the solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum.

2.6.2 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed Procurement process in which any Respondent is prohibited from communicating with any University employee or Supplier of the University involved in any step in the Procurement process; including, but not limited to, project management, design, development, implementation, Procurement management, development of specifications, and evaluation of Proposals for a particular Procurement. All solicitations for competitive sealed Procurements identify a designated RFP Coordinator. All communications to and from potential Respondents during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the Contract is awarded. In those instances in which a prospective Respondent is also an incumbent Supplier, the University and the incumbent Supplier may contact each other with respect to the existing Contract only. Under no circumstances may the University and the incumbent Supplier and/or its representative(s) discuss the Procurement during the Blackout Period. Any Respondent who violates the Blackout Period may be liable to the University in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification. Any costs associated with cancellation or termination will be the responsibility of the Respondent.

2.7 Errors and Omissions in Proposal

The University will not be liable for any error in the Proposal. Respondent will not be allowed to alter Proposal documents after the deadline for Proposal submission, except under the following condition: The University reserves the right to make corrections or clarifications due to patent errors identified in Proposals by the University or the Respondent. The University, at its option, has the right to request clarification or additional information from the Respondent.

2.8 Changes or Addenda

The University reserves the right to change the Schedule of Events or issue addenda to the RFP at any time. The University also reserves the right to cancel and/or reissue the RFP.

If the Respondent needs to submit changes or addenda, such shall be submitted prior to the Proposal Due Date and Time. Changes or addenda shall be signed by an authorized representative of the Respondent, cross-referenced clearly to the relevant Proposal section. Such shall meet all requirements of the RFP.

2.9 Withdrawal of Proposal

A Proposal which contains a patently obvious, unintentional, and substantial mechanical, clerical or mathematical error, or unintentionally omits a substantial quantity of goods or services called for in the solicitation may be withdrawn by the Respondent if clear and convincing sworn, written evidence of such error or omission is furnished to the University prior to Award.

2.10 Waiver of Administrative Informalities

The University reserves the right to reject any or all Proposals and waive any minor administrative informalities.

2.11 Cost of Proposal Preparation

All Proposals submitted in response to this RFP and any expenses incurred in fulfilling the requirements of this RFP are the sole responsibility of the Respondent. The University shall not be liable for any costs incurred by prospective Respondents or Suppliers prior to issuance of or entering into an Agreement. Costs associated with developing the Proposal, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to this RFP are entirely the responsibility of the Respondent and shall not be reimbursed in any manner by the University.

2.12 Ownership of Proposal

All Respondents are hereby warned that any part of their Proposals sent to LSU Procurement Services will become property of the University upon receipt and are subject to the Louisiana Public Records Law. A copy of the Proposal will be retained for incorporation by reference in any Agreement resulting from this RFP. Proposals marked, in its entirety, confidential or proprietary may be rejected and not considered. A request for cancelled solicitations and rejected proposals can be made in writing to Procurement Services at the Respondents expense.

2.13 Right to Reject

Rejection. The university reserves the right to reject any or all responses to a solicitation in whole or in part and to award by items, parts of items or by any group of items specified. Also, the right is reserved to waive any technical defects when the best interest of the university will be served.

In accordance with the provisions of Higher Education Procurement Code (LAC34:XIII.1305), the University reserves the right to reject any or all responses to a solicitation from respondents that are an entity, or are principal individuals within an entity, which has been convicted of a felony or any misdemeanor involving moral turpitude.

2.14 Proposal Validity

All Proposals shall be considered valid for acceptance until such time an award is made, unless the Respondent provides for a different time period within its Proposal response. However, the University reserves the right to reject a Proposal if the Respondent's acceptance period is unacceptable and the Respondent is unwilling to extend the validity of its Proposal.

2.15 Acknowledgement of Supplier Responsibility

The Supplier shall be required to assume responsibility for all items and services offered in the Proposal whether or not the Supplier produces or provides them. The University shall consider the Supplier to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2.16 Written Clarification /Presentations

After the opening of all Proposals received by the closing time and date for accepting Proposals, Respondents may be required, at the request of the University, to make a public oral presentation or provide written clarifications to their Proposals. Respondent will not be allowed to change Proposal or make any Proposal modifications. Oral presentations may be recorded. Any oral presentation or written clarification given by Respondent will be considered part of the Response. The RFP Coordinator will schedule any such presentations or address any needed written clarifications.

2.16.1 Demonstration Guidelines

Respondents may be provided with scripted scenarios on which to base their presentations in order to assure an objective comparison among Respondents' Proposed Services. LSU reserves the right, at its own cost, to record (audio and/or video) all presentations. LSU states a strong preference to see the proposed Project Manager and Team Lead(s) conduct the presentations. LSU's objective is to discern the Respondent's proposed Project staff's familiarity with the Solution to be implemented and their ability to explain, communicate, converse, and interact with LSU staff.

2.17 Best and Final Offer (BAFO)

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

THE BAFO WILL NOT OBLIGATE THE UNIVERSITY TO ENTER INTO A CONTRACT.

2.18 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for Award, LSU Procurement Services will issue a "Notice of Intent to Award" letter to the apparent successful Respondent. This Notice of Intent to Award will start the Protest period for any Aggrieved Parties.

LSU Procurement Services will also notify all unsuccessful Respondents when the Notice of Intent to Award is issued.

Any Aggrieved Party by the Notice of Intent to Award has the right to submit a Protest in writing, in accordance with the Higher Education Procurement Code (LAC 34: XIII. §1503), to the Chief Procurement Officer, no later than seven (7) days after the issuance of the Notice of Intent to Award.

2.19 Debriefings

Debriefings may be scheduled by the RFP Coordinator with Respondents after the "Notice of Intent to Award" has been issued.

2.20 Right to Protest

All protests to a solicitation shall be filed in writing with the CPO no later than three (3) days prior to the response submission deadline, excluding Saturdays, Sundays, and postal holidays. All protests to the award of a contract shall be filed with the CPO no later than seven (7) days after the issuance of the notification of intent to award.

The CPO shall render a written decision regarding a protest within fourteen (14) days, excluding Saturdays, Sundays, and postal holidays after receipt of the Protest and any subsequently submitted information. A written decision shall be furnished to the aggrieved party and other interested parties.

2.21 Protest Bond and Security

Bonds may be required when the CPO determines that the harm from delay of implementation of a Contract could adversely affect the operations of the university. The protest bond shall be in the amount equal to potential damages as assessed by the University and shall be in the form of a certified check or a cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation.

2.22 Contract Negotiations

The University may enter into negotiations with one (1) or more Respondents in an effort to arrive at an awarded contract. The resulting contract shall be based on the Request for Proposals and all required Respondent submissions. Should negotiations stall between the University and the first Respondent, the University reserves the right to break-off negotiations with the first Respondent and begin negotiations with the second highest scored Respondent. The University reserves the right to continue such negotiations with the third and then subsequent highest scored Respondent if negotiations stall with the previously Supplier. If no Proposal is deemed acceptable by the University in its sole determination, the University reserves the right to reject all Proposals and cancel the solicitation.

The determination of when negotiations between the University and a Supplier have stalled and negotiations are to be discontinued with such Respondent and begun with another Respondent, are at the sole discretion of the University.

The Supplier will be expected to enter into a Contract which is substantially the same as the Sample Contract attached.

2.23 Contract Award and Execution

Award shall be made to the Respondent with the highest points, whose Proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered.

The RFP, any addenda, and required submissions of the Supplier will become part of any contract initiated by the University.

In no event is a Respondent to submit its own standard contract terms and conditions as a response to this RFP. Refer to Non-Negotiable Contract Terms.

If any provisions of the contract resulting from this RFP are contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.

2.24 Commencement of Work

No work shall be performed by Supplier and LSU shall not be bound until such time as a Contract is fully executed between LSU and the Supplier and all required approvals are obtained.

2.25 Non-Negotiable Contract Terms

In no event is a Respondent to submit its own standard Contract terms and conditions as a response to this RFP. Non-Negotiable Contract terms include but are not limited to taxes, assignment of Contract, right to audit, Discrimination Clause, order of precedence, Contract modifications, governing law, Contract controversies, and termination for non-appropriation of funds. The Respondent needs to address the specific language in the sample contract and submit their Proposal with any exceptions or exact Agreement deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the Negotiation process with the exception of Agreement provisions that are non-negotiable.

SECTION 3: SCOPE OF WORK

Overview

LSU requires a Supplier to provide administrative, claims administration, network, medical population management services and COBRA services for Plan Participants enrolled in the LSU First Health Plan and administrative services for LSU's FSA. The Supplier shall provide all necessary services in accordance with applicable federal and state laws, regulations, LSU policies, and Plan requirements.

The Supplier shall have the experience, capacity, and resources to perform all functions listed herein. Services shall be performed in a manner that promotes effective health plan operations, supports cost containment, and enhances Plan Participant(s) engagement and health outcomes.

Contract Objectives

- Provide accurate and compliant administration of all LSU First Health Plan services.
- Deliver responsive customer service to Plan Participants and LSU staff.
- Maintain and manage provider networks that meet access, quality, and cost standards.
- Implement and manage health programs designed to improve outcomes and reduce risk.
- Ensure timely and accurate claims processing and reporting.
- Support LSU's ability to manage and sustain the Plan efficiently and effectively.

Below is a summary of the services that must be performed:

1. Implementation and Transition

- Develop and execute a comprehensive implementation plan. The plan must include timelines, milestones, data transfers, system integrations, and all other activities necessary to assume responsibility for services.
- Coordinate with LSU and other stakeholders to ensure readiness by the go-live date.
- Coordinate with incumbent Supplier (WebTPA) to complete a full and timely transition of services.

2. Data and Reporting Services

- Maintain compliance with performance standards and reporting obligations.
- Maintain Plan enrollment.
- Provide secure access to claims data and reporting tools.

3. Network Management

- Maintain provider networks that meet access and geographic standards.
- Negotiate provider agreements that support cost-effective Plan operation.
- Manage provider credentialing, data accuracy, and directory updates.

4. Medical Claims Administration and Support

- Provide ongoing account management and customer service.
- Administer current self-funded health plan with same plan designs.
- Adjudicate medical claims in accordance with the LSU First Plan.
- Manage coordination of benefits "(COB)", subrogation, overpayment recovery, and appeals.
- Respond to LSU inquiries and requests in a timely manner.

5. Flexible Spending Account (FSA) Administration

- Administer FSA accounts in compliance with IRS regulations and LSU requirements.
- Process claims and reimbursements accurately and timely.
- Provide participants with access to account information and responsive customer support.

6. Population Health Management

- Operate wellness and care management programs to improve health outcomes.
- Use data analytics to identify high-risk members and drive targeted interventions.
- Provide regular reporting and updates on health program impact and outcomes.

Location of Services

Services may be performed remotely or at the Supplier's facilities. In-person support or attendance at meetings will be required at LSU locations upon request.

General Conditions

The Supplier shall ensure the accuracy, completeness, and timeliness of all services and deliverables. LSU may add, remove, or modify services during the term of the Contract with appropriate approvals. The Supplier shall assign and retain qualified personnel throughout the duration of the Contract.

All operations must comply with HIPAA and other applicable privacy and security regulations. The Supplier will provide ongoing expertise to ensure the University remains fully compliant with all applicable state and federal laws, and will deliver comprehensive support to prepare, complete, and file all required annual reports, including those mandated under the Consolidated Appropriations Act (CAA) and any other federal compliance requirements.

3.1 Minimum Requirements and Qualifications

RESPONDENT REQUIREMENT:

Respondents must meet the following minimum requirement and qualification prior to the deadline for receipt of Proposals. Respondents should provide documentation with their Proposal supporting that they meet this minimum requirement and qualification.

- Respondent must have five (5) continuous years of experience providing and implementing medical claims administration with a group size of fifteen thousand (15,000) or more covered lives.

SUPPLIER REQUIREMENT:

Supplier must meet the following requirement prior to the execution of the Agreement. LSU reserves the right to request additional information and documentation to support that the Supplier has met this requirement.

- Supplier must be licensed and authorized by the Louisiana Department of Insurance in accordance with and in compliance with LA R.S.22:1651.

3.2 Proposed Goods/Services

Below is a comprehensive list of minimum services the Supplier shall be responsible for providing under the Contract resulting from this RFP. These services align with LSU's operational, compliance, and member service requirements for both the LSU First Health Plan and FSA administration.

Implementation and Transition

1. Develop and execute a detailed implementation and transition plan approved by LSU.
2. Facilitate system programming including, but not limited to, data collection from LSU; multiple file transfer set-up between LSU and Supplier; and data transfer and mapping. If Supplier requires file mapping and/or subsequent updates, this service will be provided by Supplier at no additional cost to LSU.
3. Supplier will be responsible for mailing of identification cards ("ID Cards") to the homes of Plan Participants within ten (10) calendar days of receipt of confirmed eligibility for the 2027 plan year and to newly enrolled participants each plan year. Suppliers will also be responsible for cost of reproducing ID Cards and priority mail shipping in the event of Supplier errors and/or initiated changes.
4. Supplier must provide multiple access points to receive eligibility from multiple locations and receive HIPAA 834 files from Workday and Peoplesoft for initial and ongoing enrollment changes.
5. Supplier must set up plan eligibility in LSU's preferred format to accommodate LSU billing for premiums. In addition to the indicators below, the eligibility file must provide Medicare A and Medicare B enrollment and effective dates.
 - LSU's preferred format: Agency number + one of the following indicators.
 - A= Active Employee
 - R=Retired Employee
 - C=COBRA
 - SA= Surviving Spouse Active
 - SR= Surviving Spouse Retiree
 - L= Loophole (Medicare)
 - LC= Act 933/Lifetime COBRA
6. Supplier must provide daily file feeds to LSU's preferred billing system. LSU reserves the right to change billing providers throughout the term of the contract.
7. Supplier must provide ongoing daily file feeds to LSU's contracted Pharmacy Benefit Manager (Medimpact).
8. Supplier must provide monthly file feeds to LSU's actuary.

Medical Claims Administration and Support

9. Perform all aspects of Claims processing, coordination of benefits including non-Medicare and Medicare, Claims reimbursement, adjudication, and payment. The Supplier shall verify benefits and eligibility before paying Claims.
10. LSU requires the Supplier to offer and administer a multi-tiered provider network that provides reasonable and adequate geographic access to covered medical services for plan Participants and that, at a minimum, complies with the geographic access standards specified in Attachment H: Geo Access and Network Adequacy Requirements for Primary Care Providers, acute care hospitals, and high-volume specialty providers, including minimum access percentages and applicable urban, suburban, and rural time-and-distance requirements.
11. Supplier must be able to support current pro-ration benefit design (see Exhibit III: LSU First Proration Guide) and deductible with an aggregate individual and family deductible and an embedded out-of-pocket maximum.
12. Provide a seamless HRA to plan members. HRA is currently utilized for non-essential health benefits only, but LSU reserves the right to include or exclude pharmacy expenses each plan year as a plan design change. HRA will be embedded in the deductible and should not be provided on a credit card or separate funding system.
13. Remit payments on behalf of LSU to the Centers for Medicare and Medicaid Services ("CMS") or to state Medicaid collection entities in response to demand letters for the recovery of Medicare or Medicaid payments. Unless requested by LSU in writing not to make such payments, LSU will reimburse Supplier for any payments remitted

by Supplier on behalf of LSU to CMS or Medicaid collection entities in response to demand letters for the recovery of Medicare or Medicaid payments. Prior to accepting a substantial settlement agreement on LSU's behalf, Supplier must consult LSU and obtain prior written approval.

14. Process claims and determine payment levels based on the appropriate network tier and allowable charge, pursuant to the terms of the Benefit Plan as construed by Supplier.
15. Remit timely payment to providers according to the Summary Plan Document and/or Industry standards.
16. Supplier is to provide 12 months of run-out claims processing at contract termination at no cost to LSU.
17. Data collected is owned by LSU therefore LSU will have access to all data files on request.
18. Supplier will be responsible for administration of COBRA with respect to providing the continuation of coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). Supplier will be responsible for all required COBRA notifications, billing of premiums, and managing enrollment for continuation of coverage or terminations.
19. Supplier will provide reports to the LSU First management team of Plan Participants enrolled in COBRA coverage and supply the LSU Payroll Department with reports of paid premiums.
20. Supplier will invoice, collect and maintain premium payment records for COBRA participants and remit payment to LSU, with a premium remittance report on a monthly basis.
21. Supplier will track and maintain lifetime accumulators related to infertility treatment.
22. Supplier is expected to participate in 2-3 Open Enrollment meetings that may be held virtually or in person and 6-8 Benefit Fairs that are held in-person at LSU System campuses and hospitals at no cost to LSU.
23. Supplier is expected to attend quarterly plan review sessions housed at the LSU A&M campus at no cost to LSU.
24. Supplier will provide Open Enrollment materials such as videos and flyers that meet federal accessibility standards for Open Enrollment meetings at no cost to LSU.
25. Supplier is to assist with LSU communications related to plan changes, member education, and annual enrollment.

Network Management

26. Establish, arrange, and maintain a First Choice (Tier 1) narrow provider network through aggressive contractual arrangements with participating hospitals, allied health providers and physicians. First Choice narrow network must offer statewide choice.
27. Establish, arrange, and maintain a national provider network through contractual arrangements with participating hospitals, allied health providers and physicians.
28. Prohibit participating Providers from balance billing Plan Participants for covered services when requested charges exceed negotiated fees.
29. Provide administrative services for provider contracts that have been negotiated by LSU directly, at LSU's request. LSU, at its sole discretion, may enter into contracts with any provider for rendering health services to the self-funded health plan. Supplier will render administrative services and facilitate discussions with providers as necessary whether in Supplier's network or out of Supplier's network. All system programming and file data exchange services will be at the Supplier's expense.
30. Provide services to re-price Out of Network (OON) claims.
31. Supplier will meet the requirements of all applicable regulations related to price and quality transparency at no cost to LSU.

Flexible Spending Account (FSA) Administration

32. Supplier must administer all FSA programs in full compliance with IRS regulations ensuring accurate, timely, and compliant processing of participant contributions, claims, reimbursements and reporting.
33. Perform discrimination testing as required by law, and notify LSU of any problems and/or necessary changes.
34. The proposed flex plan must qualify under Section 125 of the Internal Revenue code.
35. Supplier will be responsible for development of an FSA document that meets federal regulations.
36. Supplier will be responsible for grace period run-out claims following the term or expiration of the contract.
37. Supplier will be responsible for administration of COBRA with respect to providing the continuation of coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and the Uniformed Services

Employment and Reemployment Rights Act of 1994 (“USERRA”). Supplier will be responsible for all required COBRA notifications, billing of premiums, and managing enrollment for continuation of coverage or terminations.

- 38. Invoice, collect and maintain premium payment records for COBRA Flex participants and remit payment to LSU, with a premium remittance report on a monthly basis.

Population Health Management

- 39. Review and determine eligibility for dependents over age 26 who may qualify as medically disabled in accordance with Louisiana Administrative Code Title 32, including obtaining medical documentation, making determinations, and notifying Members and LSU of the outcome.
- 40. Supplier must contract with LSU’s preferred provider (Arthur J. Gallagher) for member advocate services at a rate of \$1.40 PEPM. The member advocate shall serve as a liaison for Plan Participant(s) assisting with claim issues, eligibility questions, appeals support, and general customer service with all benefit plans offered to the LSU population.

Data and Reporting Services

- 41. Provide real-time and scheduled access to operational and analytical reports.
- 42. Deliver standard and custom reports as requested by LSU.
- 43. The Supplier shall be responsible for providing reporting identifying all employees and spouses who qualify for the Wellness Credit, based on the eligibility criteria and program requirements established by the LSU Plan Administration.

Compliance and Regulatory Support

- 44. Ensure full compliance with HIPAA, ACA, IRS, and all applicable federal and state laws.
- 45. Maintain proper privacy and security protocols for all Plan Participant(s) and plan data.
- 46. Support LSU during internal audits, regulatory reviews, or external audits.
- 47. Provide legally required notices, disclosures, and reporting on LSU’s behalf, where applicable.
- 48. Provide the necessary reporting and/or data to comply with Federal CAA, Transparency, 1095, and Mental Health Parity requirements at no additional cost to LSU.

Reports/Surveys:

The items listed in this section are the minimum required from the Supplier. Additional reports/surveys may be included at the time of Contract award or as mutually agreed upon.

Deliverable	Description	Frequency of Submission
Operational Reports		
Quarterly Strategic Report	Plan Dashboard to include data, such as financial experience, claims utilization, program performance, cost management strategies, population health and wellness initiatives and key findings and Plan strategies and opportunities.	Due Quarterly and Annually
Financial Experience	Claims Utilization Experience.	Within fifteen (15) calendar days after end of each month.
Claims Processing Accuracy	Percentage of Contractor audited Claims processed accurately the first time. Calculated as the total number of audited claims processed without any errors, divided by the total number of audited claims. Definition of “error” includes any type of error that has an effect on the Plan Participant(s) or provider, e.g., incorrect explanations of benefits or payments. Each type of error is counted as one full error and no more than one error can be assigned to one claim.	Within fifteen (15) calendar days after end of each month and calendar year.

Financial Payment Accuracy	Percentage of Contractor audited Claims dollars paid accurately. Calculated as total audited paid dollars minus the absolute value of over and underpayments (without offsetting one against the other) divided by total audited paid dollars.	Within fifteen (15) calendar days after end of each month and calendar year.
Subrogation	Reporting in accordance with LSU Subrogation and Workers' Compensation Process and Procedures.	Within fifteen (15) calendar days after end of each month and calendar year.
Aging Report	Report of retirees and retiree spouses approaching age 65 within the next 6 months	1st of each month
Overage Dependent Report	Report of dependents approaching age 26 within the next 7 months	1st of each month
Enrollment Census	Active Census of plan population which should include parameters defined in Attachment E: Census Data Points	1st of each month
Handicap Dependent Report	Report of Plan Participant(s) who have been approved to continue benefits under provisions of disabled dependents	1st of each month
1095 Data Report	Report of Plan Participant(s) had benefit coverage in the plan year to be supplied with parameters in Attachment E: 1095 Data Points	By the 10th of January of each year
Family Medicare enrollment report	Enrollment census showing all families who will meet the following criteria in the next 4 months: all Plan Participant(s) of the family are either 65+ years old and/or are enrolled in Medicare Part A and Part B.	Within ten (10) calendar days after end of each month and calendar year.
Monthly enrollment count by reporting unit and by enrollment tier	Monthly YTD count of enrolled employees, divided by enrollment tier and reporting unit	Within ten (10) calendar days after end of each month and calendar year.
Profit and Loss	Monthly YTD reporting of plan income by type; hospital, physician, and other medical claims paid by network tier; stop loss reimbursements, subrogation recoveries, and administrative fees	Within ten (10) calendar days after end of each month and calendar year.
Claim lag report	24-month medical claim lag report	Within ten (10) calendar days after end of each month and calendar year.
Any and all reports required by stop loss carrier for policy administration and renewal	Examples include clinical case notes, care management summaries, soft close reports, active pre-cert reports, trigger diagnosis reports	Within seven (7) calendar days of request.
Any and all reports required for the completion of RDS applications, IBNRs, GASBs, CAA reporting, Transparency Act, or other formal deliverables required by the plan	Description will be provided at time of request.	Within seven (7) calendar days of request.
Customer Service		
Telephone Abandonment Rate	Percentage of calls where the caller hangs up before speaking to a live voice.	Within fifteen (15) calendar days after end of each month.

Abandoned Call Rate	Percentage of calls where the caller hangs up before speaking to a live voice, excluding those calls abandoned in the first 30 seconds and calls routed to an Interactive Voice Recognition (“IVR”) system.	Within fifteen (15) calendar days after end of each month and calendar year.
Average Speed to Answer (“ASA”)	Average lag time to answer by live voice; percentage of Plan Participants who wait over 60 seconds to speak with a live customer service representative.	Within fifteen (15) calendar days after end of each month and calendar year.
Reports in Response to Audit Requests	Description will be provided at time of request.	Ad Hoc
Accounting		
Claims Call for Funds	Weekly Check Register	Weekly
Monthly Check Register	CSV and PDF file of claims, stop payment, reissue, voids, & adjustments	Monthly
Monthly Census Report	Report of entire covered population	Monthly
COBRA Census Report	Report of employee offered COBRA	Monthly
COBRA Enrolled Census	Census of enrolled COBRA participants	Monthly
COBRA Premium Payment	Report of Employees who paid COBRA premiums	Monthly
Unclaimed Property	Detailed listing in a mutually agreeable format of any unclaimed property of LSU Plan Participants held by Contractor.	No later than June 30 of each calendar year.
Billing File Feed	Parameters enclosed in Exhibit VI	Daily
Eligibility Change Report	Report of eligibility changes that occurred within the month between billing cycle	1st of each month
Plan Participant Medicare History/Details	Participants enrolled in Medicare with Medicare effective date, coverage level, and term date (if applicable)	Monthly
Population Health Management		
Bariatric Pilot Program Performance	Aggregated weight loss outcomes of BPP participants for each participant group (i.e. starters and graduates), projected reduction to include cost avoidance, claims impact, and health status (i.e., BMI, weight, etc.).	Quarterly
Comprehensive Care Clinic	# of employees eligible, enrolled, and graduated. Projected reduction to cost avoidance, claims impact, and health status (i.e. BMI, weight, A1c, etc.)	Quarterly
Wellness Credit Report	Number of eligible Plan Participants that qualify for the Wellness Credit	Monthly
Network Management Reports		
Overall Network Discounts	Report illustrating the overall discount received by specialty and by region of the state for each applicable network.	Within thirty (30) calendar days after the close of each month and calendar year.
Other Coverage		

	Monthly report of Plan Participants who have other coverage (specifically Medicare, other commercial coverage, or other).	Within fifteen (15) calendar days after the close of each month.
Independent Assurances		
Independent Assurances	Contractor and its subcontractors performing key delegated functions shall each supply LSU with an exact copy of the SOC 1, Type II report and/or SOC 2, Type II report (as agreed by LSU) resulting from the SSAE 18 engagement or other assurances as described in Section 19 and for the period Jan 1- Dec 31. Contractor shall also provide a bridge letter to LSU for the period of January 1-June 30 of the following independent assurance reporting period no later than July 31 of each calendar year.	Within 10 days upon request

SECTION 4: EVALUATION

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

Evaluation Criteria	Possible Points
RESPONDENT QUALIFICATIONS AND EXPERIENCE (Section 5)	5
TECHNICAL PROPOSAL (Section 6)	43
FINANCIAL PROPOSAL (Section 7) <ul style="list-style-type: none">• Claims Repricing (Exhibit IV -25 points)• Administrative Fee TPA Services (Exhibit V -12 points)• Administrative Fee FSA Services (Exhibit V – 3 points)	40
VETERAN AND HUDSON INITIATIVE (Section 8)	12
Total Possible Points	100

The Proposal will be evaluated in light of the material and the substantiating evidence presented to the University, not on the basis of what may be inferred.

Respondent must receive a minimum score of 24 points (50%) of the total available points in the categories of Respondent Qualifications and Experience and Technical Proposal to be considered responsive to the RFP. Proposals not meeting the minimum score shall be rejected and not proceed to further Financial Proposal or Veteran and Hudson Initiative evaluation.

If the University chooses to conduct oral presentations, BAFO, and any other required submissions may be considered as a factor of Award.

The scores for the Respondent Qualifications and Experience, Technical Proposal, Financial Proposal, and Veteran and Hudson Initiative will be combined to determine the overall score. The Respondent with the highest overall score will be recommended for Award.

4.1 Evaluation and Selection

4.1.1 Evaluation Team

The evaluation of Proposals will be reviewed by a team, to be designated by the University, which will determine the Proposal most advantageous to the University, taking into consideration the evaluation factors set forth in the RFP. The team may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Respondent or Proposal. Such input may include, but not limited to, analysis of Respondent's financial statements, review of technical requirements, or preparation of cost score data. LSU further acknowledges that LSU may engage with expert consultants during the RFP process and will ensure that its expert consultants enter into a non-disclosure agreement before accessing proposals. Under no circumstances will the information be disclosed to any third party except for the purpose of conducting the RFP process.

4.1.2 Review and Evaluation (Points based on current RFP requirements)

The University reserves the right to accept or reject any Proposals and waive any informality in any Proposal submitted. All Proposals will be reviewed based on the criteria set forth in this document.

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SECTION 5: RESPONDENT QUALIFICATIONS AND EXPERIENCE

5.1 Management Proposal

In this section, the Respondent will provide general information about the company's background and experience. This narrative should include the Respondent's legal structure (i.e., an LLC, a corporation), Federal tax identification number, principal place of business, where incorporated or otherwise legally established, and location of US headquarters, if different.

We also seek information on the names, titles, and tenure of the top five (5) officers of the company (or its subsidiary responsible for this project), the company's organizational structure (i.e., org chart), number of years in business, any change in ownership within the past ten (10) years (or any forthcoming changes) and the average number of employees for each of the past three years by category.

Finally, a brief history of the company, products and services should be included; along with sales growth in the postsecondary education market and other pertinent information to demonstrate financial strength, integrity, experience, and industry focus.

5.2 Respondent Financial Information

This section must include documents to demonstrate the Respondent's financial stability. The Respondent should provide the latest financial statements, preferably audited, or other evidence of financial status sufficient to demonstrate both its financial strength and stability and its capability, as well as the capability of each of its subcontractors (if applicable) to carry out the Services.

5.3 Subcontractor Information

For each subcontractor or other third party, the Respondent should provide:

- A. Any subcontractor name(s) that will be utilized to provide services for any Contract resulting from this RFP.
- B. A description of work to be subcontracted to and/or products to be provided by third parties.

5.4 Respondent Qualifications

The Respondent must provide detailed information and available evidence demonstrating its ability to address the unique needs of LSU and the LSU First Health Plan. Specifically, the Respondent must describe its capability to adjudicate medical claims in accordance with Exhibit I: Summary Plan Document, including the flexibility to implement and manage potential revisions to the SPD over time. The narrative should include examples of prior experience administering customized plan designs and the processes in place to ensure accurate and timely claims processing aligned with plan provisions.

The Respondent must also demonstrate its capacity to deliver robust and responsive Plan Participant(s) support services. This includes the availability of tools that allow Plan Participant(s) to make informed healthcare decisions, such as real-time or time-sensitive price-shopping capabilities. In addition, the Respondent should describe how it provides Plan Participant(s) with detailed access to summary and claim-level data, including breakdowns of HRA payments, Plan-paid and Plan Participant(s)-paid amounts, and real-time out-of-pocket accumulator information. The Respondent should outline how this data is made accessible to Plan Participant(s)—through secure online portals, mobile applications, or customer service channels—and how these tools contribute to transparency and engagement.

Furthermore, the Respondent must describe its automated claim processing protocols and explain how claims are processed in accordance with LSU's benefit plan design and applicable contracted terms. This includes how the system applies benefit rules, financial arrangements with providers, and cost-sharing requirements without requiring manual intervention, ensuring consistency and efficiency in claims administration.

Finally, the Respondent must confirm its ability and commitment to comply with all applicable state and federal laws, including but not limited to the Public Health Service Act, the Health Insurance Portability and Accountability Act (HIPAA), and the Affordable Care Act (ACA). The LSU First Health Plan is not subject to the Employee Retirement Income Security Act of 1974 (ERISA), and the Respondent must acknowledge this distinction and describe how it will ensure full compliance with the appropriate regulatory framework.

5.5 Respondent Experience

The Respondent must provide evidence of relevant experience in delivering TPA services and medical management services. While there is no minimum requirement for years of service specifically to higher education institutions, the Respondent should indicate whether it has any current or prior experience working with universities or other clients of comparable size and complexity to Louisiana State University. This information will assist LSU in evaluating the Respondent's ability to meet the unique needs of a large, self-funded health plan serving a diverse population.

The Respondent shall also provide three (3) client references with its proposal. Each reference should include the name, title, organization, mailing address, email address, telephone number, and the number of enrolled Plan Participant(s) served. References should demonstrate the Respondent's experience in administering self-funded health plans and providing services such as claims administration, provider network management, care coordination, and population health programs.

LSU reserves the right to consider its own previous experience with the Respondent during the evaluation process. Any past business relationship with LSU, including the quality of services, responsiveness, and overall performance, may be factored into the scoring of this section.

5.6 Personnel Qualifications

The Respondent must demonstrate that the proposed account management team assigned to LSU possesses the qualifications, experience, and capacity necessary to support the effective administration of the LSU First Health Plan. All account management team members assigned to LSU must have a minimum of five (5) years of experience in health plan administration, client services, or a related area of plan management.

The Respondent must provide detailed information outlining the qualifications and relevant experience of each proposed account management team member and any additional personnel considered essential to the success of the engagement. This should include individual resumes, professional profiles, or curriculum vitae that clearly reflect the individual's role, credentials, and work history. Respondents should also submit an organizational and staffing plan that outlines:

- The specific roles and responsibilities of each team member assigned to LSU;
- The number of years each individual has been employed with the Respondent;
- The number of client accounts each team member currently services;
- The estimated percentage of time each individual will dedicate to LSU's account.

LSU reserves the right to review, approve, and request changes to assigned personnel at any time during the contract term.

All account management team members will be expected to attend quarterly review meetings at LSU, along with other suppliers supporting components of the LSU First Health Plan. In addition, representatives from the Respondent's organization must be available to participate in approximately four (4) virtual annual enrollment meetings and up to eight (8) in-person benefit fairs held throughout the state of Louisiana during the annual open enrollment period (currently October 1 – November 15).

SECTION 6: TECHNICAL PROPOSAL

Each Respondent should address how the firm will meet all the requirements of this RFP, with particular attention to:

Implementation and Transition

1. Provide a detailed implementation plan, including action items and due dates.
2. What is the normal lead-time required to implement a client?
3. Describe your project management structure. Who will serve as the implementation lead, and what is their experience with similar clients (public sector, higher education, self-funded?)
4. Describe how you ensure accountability and on-time completion of implementation milestones.
5. Describe your process for receiving, validating, and converting eligibility, claims, and prior authorization data from the current administrator.
6. How do you ensure data accuracy and integrity during file transfers and system mapping?
7. Describe your testing process (including parallel claims processing) to validate system readiness before go-live.
8. How do you coordinate and test integration with LSU's Partner Suppliers (e.g., pharmacy benefit manager, wellness vendor, EAP, point solutions)?
9. How do you ensure continuity of care and prevent disruption for Plan Participant(s) in active treatment or with prior authorizations?
10. Describe your call center readiness process and how staff are trained on LSU-specific plan design before go-live.
11. How will you support LSU's HR and Benefits staff in communicating changes and assisting employees during the transition?
12. What resources and information will LSU need to provide during implementation?
13. Can you put the LSU First logo on ID cards?
14. Can you do a combination medical and pharmacy ID card?
15. Describe your training program for LSU's HR/Benefits staff and plan administrators.
16. Describe your contingency plan in the event of system or operational issues during or immediately after launch.
17. Do you offer implementation performance guarantees tied to milestones or quality metrics?
18. Provide examples of how you have handled implementation issues or cost overruns for prior clients and how they were resolved.
19. Are you currently integrated with MedImpact?
20. Describe how your program would interface with the plan's carved-out prescription drug benefit.

Medical Claims Administration and Support

21. LSU shall require accurate processing of claims according to a multi-tiered network and/or special contracts negotiated by LSU. Does your current claim processing system have the ability to accommodate and accurately process claims utilizing a multi-tiered network or special negotiated contracts that includes pro-ration data (HRA, rollover HRA, deductible, pro-rated HRA, pro-rated deductible, co-insurance and co-pay)?
22. Provide examples from other clients where you are administering a multi-tiered network hierarchy. Confirm that no network service provider is accessed by a "silent PPO", that is, one in which you do not have a direct contractual relationship with the network service providers, and specifically confirm that all networks and your administration of them comply with the Louisiana Preferred Provider Law, LA. R.S. 40: 2201, et seq.
23. Explain how you would propose to handle COB for LSU. What percentage of COB savings do you now obtain on average? How do you achieve this?

24. The Plan shall require a designated claim unit assigned to the LSU population, comprised of claim processors in addition to a claim analyst, whose responsibility would be to monitor Plan claim processing on a daily basis to assure prompt, accurate, and timely disposition of claims. Staffing levels must meet the demands of Plan enrollment.
 - i. Provide a flow chart of how a claim flows through the organization, from receipt (electronic and mail) to EOB/payment/denial.
 - ii. What is your average turnaround time for claims processing?
 - iii. Provide a sample backlog/claims inventory report.
 - iv. What is the average length of time from a network provider submitting its clean claim to date of payment by your firm?
25. LSU intends to continue offering the current Benefit Plan, subject to potential revisions each plan year. Attached as Exhibit I: Summary Plan Document is a copy of the current SPD and SMM . Do you represent and warrant:
 - i. That you can currently administer the SPD/SMM as written?
 - ii. Pay claims incurred at a tiered network design?
 - iii. Administer and maintain shared or separate accumulators, pro-rate the deductible (HRA and remaining deductible) and co-insurance?
 - iv. Administer all of the Plan exclusions?
26. How would you design safeguards against an ineligible Plan Participant(s) attempting to or actually using the Plan?
27. Can you pend claims for COBRA participants until payment is made? Can you send a payment indicator to PBM for COBRA participants who have not paid premiums?
28. Can you send PBM non-Medicare COB information on participants?
29. Do you have the capability to identify, submit, and collect manufacturer rebates associated with medical benefit (non-pharmacy) drug claims (e.g. physician-administered injectables, J-codes)? If yes, describe your process for identifying and capturing manufacturer rebates under the medical plan.
 - i. Do you manage this service in-house or through a sub-contractor?
 - ii. Provide examples of clients for whom you currently provide these services, including any performance metrics or savings achieved.
 - iii. Will LSU retain 100% of rebate funds?
 - iv. If not, describe the financial arrangement (shared savings, administrative fee, or percentage of rebate retained by your organization)
 - v. Describe the reporting provided to clients related to rebates collected and reconciled.
30. Describe your current fraud detection and prevention practices/programs with regard to providers and members, including but not limited to fraudulent claims submission, duplicate claims, COB, etc.
 - i. Are there cost associated with your fraud detection services (shared savings vs. administrative fee)?
31. Confirm your organization maintains a system for tracking claims received, processing status, pending status, and Plan Participant(s) correspondence.
32. Provide a representative sample of your explanation of benefit (EOB) messages and furnish a sample of the EOB your company will be using.
33. Provide a representative sample of all claim-related form letters sent to participants including denial notices, prior authorization notice and describe how forms and letters will be customized for the purposes of LSU.
34. Can you implement and administer LSU custom language on the EOB, EOP, and any other communication pieces sent to providers and Plan Participant(s)?
35. Provide a representative sample of the new advance EOB and explain your adopted processes for such EOB set forth from the Consolidated Appropriations Act of 2021.
36. Louisiana law requires that the medical necessity exclusion be administered pursuant to La. R. S. 22:266 *et seq.* Describe your protocols and procedures for the administration of the medical necessity exclusion. Identify your Medical Necessity Review Organization (MNRO), and confirm that the MNRO is licensed to

- do business in Louisiana and has complied with all applicable Louisiana licensure and/or certification requirements.
37. The Supplier shall administer COBRA Continuation Coverage pursuant to the Public Health Service Act, for the Plan. Describe your ability to provide such administration including, but not limited to, addressing the following issues:
 - i. providing election notices to qualified beneficiaries;
 - ii. tracking the initial period for qualified beneficiary's election options;
 - iii. establishing payment procedures for qualified beneficiaries;
 - iv. receiving and tracking qualified beneficiary's payments;
 - v. sending annual premium rate change notices to qualified beneficiaries;
 - vi. providing legally required communications to qualified beneficiaries pursuant to 29 CFR Part 2590;
 - vii. handling all incomplete remittances, erroneous receipts, etc;
 - viii. providing qualified beneficiaries with customer service phone support;
 - ix. providing an address list of active qualified beneficiaries on an annual basis;
 - x. maintenance of all appropriate records.
 38. Our current claims administrator exchanges eligibility and claims files with the PBM frequently and serves as the official "book of record" for the HRA, deductible, co-insurance, and accumulators. Can you replicate this arrangement? If not, how do you propose to manage this arrangement?
 39. What experience do you have for accepting or exporting medical, pharmacy, health risk assessment or other patient data to or from other Supplier partners for the purpose of implementing integration initiatives?
 40. LSU seeks a supplier who can deliver claims processing services using a claims handling platform which integrates and automates the entire life cycle of claims, reduces the processing cycle time, and improves the accuracy of claims processes. Describe the claims processing system and methods used in electronic filing and processing of claims related to the First Choice (Tier 1) and national network (Tier 2) you propose to utilize. To the extent that your claims processing system is not fully integrated, describe how the key elements of the claims processing cycle are configured and administered. For example, if the claim repricing and adjudication process is not fully integrated into the claims system, describe the process by which the platform that supports the pricing database(s) is integrated into the claims workflow so that industry standards for accuracy and timeliness are consistently met.
 41. Will you provide LSU electronic access to view claims?
 42. The Supplier shall provide a protocol for processing out-of-network Claims that is acceptable to LSU. The current Plan protocol for processing out-of-network Claims is based on a Maximum Allowable Charge ("MAC"), as more fully set forth in the Plan SPD (see Exhibit I: Summary Plan Document). Can you implement the current protocol for processing out of network Claims? If not, describe how you would accomplish this function.
 43. Under the current Plan protocol for processing out-of-network Claims, the difference between a provider's billed charges and the Plan's MAC is NOT indicated on the patient responsibility section of the EOB. Can you implement the current protocol?
 44. Describe your disaster recovery/business continuity plan. Include description of back-up and restore processes and geographic location of backups and disaster recovery/operations. Include your schedule and process for testing your plan. Also, provide the last execution of the full plan either by testing or a real situation.
 45. Indicate if you have any mandatory requirements with regards to stop loss coverage and if LSU can contract a stop loss carrier of their choice.
 46. What percentage of claims are submitted electronically?
 47. What percentage of claims are currently auto adjudicated through your system?
 48. Can your system detect unbundling of services? If yes, what action do you take upon discovery?
 49. Can your system detect "code creeping"? If yes, what action do you take upon discovery?

50. Explain in detail your procedure for identification and recovery of third-party liability and coordination of benefits claims. For example:
 - i. Do you outsource this service?
 - ii. Does your claim system readily identify potential possible subrogation/COB opportunities prior to claim payment?
51. Does your organization perform hospital bill audits? If yes, describe the program and the basis of your compensation.
52. What is the frequency of audits done by your internal staff?
53. What is the frequency of audits done by external suppliers? Who performs external audits?
54. Describe how your out-of-net network charges are handled. Are out of network charges applicable to discounts, percentage of savings arrangements, Medicare plus allowance?
55. What was your OON utilization in 2024 and 2025 YTD?
56. What was the number of claims and underlying average discount percentage realized per medical payments for non-network providers in 2024 and 2025?
57. What specific arrangements or options are available for processing of involuntary out of network claims?
58. How are out of network allowable amounts determined? Explain methodology and any partnerships or vendors used in the determination of reasonable and customary.
59. Do you charge to use your out of network fee schedule?
60. Describe in detail how Out of Network (“OON”) claims will be processed and managed under the federal No Surprise Act (“NSA”) guidelines. Include an explanation of your methodology for determining qualifying payment amounts, communicating required notices, and ensuring compliance with all NSA protections. Additionally, outline the services your organization will provide for OON claims within the contract, including support for payment negotiations, dispute resolutions, and any Independent Dispute Resolution (“IDR”) processes.
61. Explain your process and methodology on transplant services.
62. What is your methodology for paying high-cost claims outside of normal DRG pricing. i.e. flat day rate, negotiation from billed charges?
63. Do you offer programs such as Centers of Excellence for certain procedures? If yes, please explain:
64. The Supplier shall provide a Call for Funds (“CFF”) protocol that is acceptable to LSU. At the current time, LSU maintains a “Claim Account” at one of the banks of the claim administrator. On a daily basis, the claim administrator processes claims for payment, including out-of-pocket reimbursements for Participants, medical claims and pharmaceutical claims. The claim administrator electronically notifies LSU, or its nominee, and LSU’s bank of the amount of claims presented for payment each day from the claim account. Within 24 hours of notification, LSU electronically transfers funds to the claim account in the amount of the claims presented for payment. This is collectively referred to as the CFF protocol.
 - i. Describe how you would execute the current CFF protocol.
 - ii. Do you propose a change in the current CFF protocol? If so, describe in detail.
 - iii. Can you produce a single monthly invoice for all campuses for administrative fees and, if applicable, one for stop loss premiums?
 - iv. Describe your current finance reporting package.
65. The Supplier shall provide a protocol for monthly billing for administrative and related services that is acceptable to LSU. The following sets forth the current Plan protocol for monthly billing for administrative and related services. The claim administrator calculates fees payable on a monthly basis. The fees are estimated in advance of each month based on the claim administrator’s records of enrollment in the Plan. The claim administrator adjusts the estimated fee in the subsequent month’s statement to reflect actual enrollment for that month. The claim administrator makes available electronically the monthly fee statement to LSU no later than the fifteenth (15th) day of the immediately preceding month. The claim administrator advises the plan administrator or the nominee(s) by e-mail when the monthly fee statement is available. Payment is due on the tenth (10th) of the following month.

If the tenth (10th) of the month falls on a non-business day, payment is due on the first business day preceding the tenth (10th) of the month.

- i. Describe how you would execute the current Protocol for monthly billing for administrative and related services.
 - ii. Do you propose a change in the current protocol for monthly billing for administrative and related services? If so, describe in detail.
66. The Supplier shall provide a protocol for receipt of funds by the claim administrator that is acceptable to LSU. The following sets forth the current Plan protocol for receipt of funds by the claim administrator. Any funds received by the claim administrator for, or on behalf of others, providing services or products to the Plan are held by the claim administrator in a fiduciary capacity as may be required by state law. Funds received by the claim administrator on behalf of third parties are considered to have been received by the third parties. LSU, upon notification by the claim administrator, will deposit in the claim account sufficient money to fund disbursements for benefits as requested by the claim administrator. The claim administrator will promptly pay LSU as an agent of the Plan the net amount of all coordination of benefit recoveries, duplicate payment recoveries, overpayments, subrogation and similar recoveries received by the claim administrator for the benefit of LSU. Payment is made through a deposit in the Plan premium account ("premium account"). The claim administrator will keep records as required by law in the form required by law of all withdrawals from the claim account on behalf of LSU and will furnish monthly records of such amounts to LSU. The claim administrator shall perform check reconciliation and provide LSU with the necessary information to comply with state escheat laws. Electronic payment from the premium account is required by the parties. All funds in the accounts managed by the claim administrator belonging to LSU must be fully collateralized, in accordance with Louisiana law. To the extent Federal Deposit Insurance Corporation protection is unavailable to protect those funds, the claim administrator will coordinate the establishment of these accounts with the plan administrator. All funds in the claim account must be separate from any funds of the claim administrator or its other clients.
 - i. Describe in detail your organization's protocol for receipt of funds, including how it aligns with or differs from LSU's current Plan protocol. Specifically address your processes for fund handling, fiduciary requirements, reconciliation, collateralization of LSU funds, separation of accounts, and compliance applicable state escheat and banking laws.
 - ii. Detail the safeguards, internal controls, and audit practices your organization employs to ensure LSU's funds are securely held, fully collateralized, and not commingled with other client or administrator funds.
67. Do you maintain a record for all checks issued, but not cashed?
68. How often will you provide this record to the client (monthly, quarterly, annually)?
69. Who is responsible for follow-up of uncashed checks?
70. What is your process for stale dated checks?
71. LSU has multiple benefit tiers based on active, retired, surviving spouse, or rehired retiree status, enrolled in Medicare as well as multiple payroll systems, multiple campus and/or facility-specific human resource departments, and multiple cost-centers. The Supplier must be able to set up an account structure that will allow the LSU Payroll Office to bill the appropriate campuses/agencies at the correct rate structure. Describe your ability and methodology to accomplish this function.
72. LSU currently utilizes the Certifi system to bill participating agencies for premiums due under the LSU First Health Plan. This process requires a daily integration with Certifi to ensure accurate and up-to-date enrollment data. Describe your organization's ability and approach to support premium billing through integration with third-party systems such as Certifi. Your response should address the following:
 - i. Your experience with similar system integrations for premium billing purposes;
 - ii. The proposed method for securely transmitting daily enrollment data to Certifi;
 - iii. The frequency, format, and validation process of data feeds;
 - iv. Your ability to accommodate changes to billing rules or agency configurations over time;
 - v. Any limitations, security considerations, or dependencies LSU should be aware of.

- vi. Additionally, if LSU elects to change billing vendors in the future, would there be any cost to LSU associated with making this change? Please detail any anticipated fees, development costs, or other financial considerations related to transitioning to a different premium billing system.
 - vii. If you have prior experience working with Certifi or a similar billing platform, please include relevant examples.
73. What facility will handle customer service for LSU’s Plan Participants and where will it be located?
 74. Will you provide LSU with a dedicated customer service unit and toll-free line (i.e. customer service representatives who will only handle calls from LSU Plan Participants)?
 75. How many call center representatives will be employed by the proposed call center and how many representatives will be dedicated to handling calls from LSU Plan Participants?
 76. What will the hours of operation be for customer service provided to LSU’s Plan Participants?
 77. How will customer service be handled after hours of operation (if hours of operation are not 24/7)?
 78. What was the customer service representative turnover rate for the last calendar year for the facility and/or dedicated team you are proposing for LSU?
 79. For the proposed customer service facility that will handle the LSU account, provide the following service statistics:

	Standard Metric	2025 Actual	2026 YTD	2026 Goal
Telephone average speed of answer				
Percentage of calls abandoned				
Average hold time to speak with a customer service representative				
Average hold time to speak with a pharmacist				
Average call time				
Average time for problem resolution from initial notification				
Percentage of problems resolved during first call/contact (Plan Participant does not need to call back)				

80. Does your call center have multi-lingual support? What languages? What are the hours of the multi-lingual support?
81. What methodologies (i.e. silent call monitoring) are employed to monitor and control the quality of service provided?
82. Do you digitally record all customer service calls? How long are the recordings kept? Upon request, can you provide transcribed call notes to plan administration and/or member advocate?
83. Do you offer a mobile app to Plan Participants? Describe functions that can be performed on the mobile app.
84. Is your website available in languages other than English? If yes, detail what languages are supported.
85. Do you have the ability to warm transfer calls to other vendors?
86. Will customer service representatives run test claims to assist with Plan Participant inquiries?
87. Discuss the process you follow to address complaints from participants dissatisfied with member services. Include a definition of “complaint” and “grievance” and how you train staff on documenting and

- resolving complaints and grievances.
88. Describe specifically your appeals process to which Plan Participant(s) and their dependents would have access in the event of a disputed claim. Indicate the maximum turnaround time at each stage of the process and provide a flow chart describing the appeals procedure.
 89. Describe method of measuring Plan Participant satisfaction. Provide the results from your most recent Plan Participant satisfaction report for a plan of a similar size to LSU First.
 90. Are you offering any performance guarantees and quality assurances? If yes, describe in detail.

Network Management

91. LSU requires a tiered network approach with a First Choice Provider as tier 1. Currently under the First Choice Network, contracted healthcare providers are paid 100% in exchange for aggressive actuarially determined contract reimbursement rate. Through education of the providers with respect to our Plan and the unique qualities we bring to the table, First Choice Network Providers have entered into agreements which provide for longer terms and provide for cost-based contracting vs. charge-based contracting. Agreements are also guaranteed on a plan year basis in order to prevent Plan Participant(s) disruption during the plan year. Available funds in the HRA are applied to such payment and thereafter, the Plan pays any remaining amount due in full. If a provider is not in the First Choice Network, the Plan currently utilizes the Verity HealthNet Network in a primary capacity and the Aetna ASA Network in a secondary capacity to maximize our employees' access to network providers. In either case, benefits are paid on a network basis and the hierarchy utilized to access the respective provider contracts complies with state law in the event a provider participates in both networks. The plan administrator utilizes the local healthcare provider network contractor to negotiate out-of-network claims, as appropriate. Can you support a multi-tier network design as described above?
 - i. Do you have a network currently in existence that is similar to the existing First Choice (Tier 1) Network arrangement? If so, describe such network in detail, including your reimbursement methodology.
 - ii. If you do not have a similar network currently in existence that is similar to the existing First Choice Network, describe how you would replicate such a First Choice Network program.
92. LSU has direct contracts negotiated with Our Lady of the Lake & Women's Hospital. These providers are treated as Tier 1. LSU also has a direct contract with Willis Knighten. This provider is treated as a Tier 2 provider.
 - i. Will you allow LSU to continue its current direct contracts under this Agreement?
 - ii. Are you able to administer these negotiated contracts under the designated tiers?
 - iii. Please describe any limitations, conditions, or requirements associated with administering such contracts.
93. Would you be willing to allow LSU to build a customized First Choice (Tier 1) network? If yes, what would be the implementation timeframe to do so?
94. Would you be willing to negotiate direct contract arrangements upon LSU's request?
95. Employees who utilize the First Choice provider network have no out of pocket cost, but claims do spend down their HRA dollars and the Plan Participant(s) portion of the deductible and co-insurance are waived. Employees who utilize non-First Choice provider claims cost also are deducted from HRA dollars and employees will be required to pay the Plan Participant(s) share of the deductible and co-insurance. Can you manage the current plan design?
96. Describe all network contract performance measurement tools and analytics available to the Plan, including comparative analysis of provider and facility reimbursement rates relative to local, regional, or national market benchmarks. Respondents must identify data sources, benchmarking methodologies, and any assumptions used in such analyses.
 - i. Additionally, describe how quality and outcomes data are incorporated into network performance evaluations, including the specific measures used, attribution methodology, and

validation processes.

- ii. Indicate whether LSU will have direct access to these tools and reports and whether underlying data may be exported for independent analysis.
97. The Plan strives to maximize actuarial accuracy in the development of Plan premiums as both the premium and the stability of the premium are key concerns to our Plan and our Plan Participants. As a key component of our cost structure is provider reimbursement, what protections do you provide to prevent unexpected changes in provider reimbursement during the Plan Year, considering that such changes typically represent unanticipated cost increases to the Plan?
98. In the event of a change in your contract reimbursement rate of 5% during the Plan Year with respect to a major Plan health care provider (defined by cost as a top 20 facility provider or a top 50 professional provider), will you notify LSU with respect to both the timing and amount of a significant cost change?
99. In regard to the Networks proposed, advise regarding the following:
 - i. mechanisms of peer review and quality assurance;
 - ii. explain how claims are re-priced in-network and out-of-network including details of systems used;
 - iii. state whether or not one or more systems used to re-price in-network and out-of-network claims and provide samples of reports, both financial and utilization, for both in-network and out-of-network claims;
 - iv. outline reimbursement incentives or formulas utilized;
 - v. outline financial penalties for inappropriate utilization and/or Plan noncompliance and how these are monitored;
 - vi. describe criteria used for admitting institutions to the network:
 1. the credentialing required;
 2. the parties responsible for such credentialing;
 3. on site review;
 4. continuing quality assurance programs performed once a provider is admitted to network;
 5. network provider grievance procedure;
 6. the number of grievances you received in the past three (3) years and the resolution thereof;
 7. coordination with medical management and/or the plan administrator (including any grievance and/or MNRO requirements).
100. Is the network owned or leased by your company? Does this vary by geographic location?
101. Specifically detail the network access fee arrangements for the networks proposed to LSU. Be specific and identify any "optional" services/costs.
102. Confirm that your proposed provider network meets or exceeds all geographic access and network adequacy standards set forth in Attachment H: Geo Access and Network Adequacy Requirements, including minimum access percentages and applicable urban, suburban and rural time and distance requirements. If not confirmed, identify each area of non-compliance and provide a remediation plan and timeline to achieve full compliance.
103. With respect to network provider directories, address the following:
 - i. With LSU's tiered network, will there be multiple search engines for each tier or one search engine?
 - ii. Does your provider search engine have cost/quality metrics to help steer to more cost-effective providers?
 - iii. Does your search tools provide cost estimators?
104. Describe the methodology you intend to use in achieving competitive pricing for the Plan regarding hospital services and other facilities (e.g., outpatient surgical centers). Indicate payment methodology for rural hospitals, metropolitan hospitals, and tertiary care hospitals.
105. Describe how you ensure adequate network access for Plan Participant(s) residing in rural and underserved areas of Louisiana.

106. Confirm that you adhere to current HEDIS reporting formats.
107. Indicate payment differentials for out-of-state and metropolitan providers.
108. Describe your provider credentialing and re-credentialing process.
109. Will you provide a network discount guarantee? If yes, describe that guarantee.
110. How are Plan Participant(s), plan sponsors, and providers notified of provider changes?
111. Describe your provider payment structure (salary, bonus, shared savings, retro vs. prospective).
112. What are provider bonuses based on?
113. Describe the provider selection process.
114. Are you willing to add providers specifically requested by LSU?

Data and Reporting Services

115. LSU has multiple campus/agencies and payroll systems. Participating employers and Successor Agencies do not have systems to feed eligibility data and rely on paper enrollment forms. Plan eligibility status is captured at the campus, facility, and/or at the additional participating and Successor Agency level and transmitted or sent via paper document to a secure email address or fax # with the TPA. Describe in detail how enrollment will be managed and what support will be provided to both plan administration and agency contacts?
116. Describe your ability to integrate with other systems such as Workday, Peoplesoft, and Certifi.
117. Describe and provide examples of your Plan Participant web-based portals and their capabilities for self-service.
118. Confirm that you will provide direct access into health information system for LSU plan administration and their member advocates to run analytics.
119. Confirm you are currently able to provide the following electronic integration capabilities:
 - i. Coordination with current LSU Partner Supplier (MedImpact) to provide a single-source online dashboard accessible to Plan Participant(s) displaying:
 1. all Plan Participant(s) specific medical claims activity;
 2. the HRA balance (including pro-rated and rollover balances);
 3. the amount due from the Plan Participant(s) for the remaining deductible, coinsurance and co-payments;
 4. all First Choice Network and in-network providers, including contact information;
 5. the current Plan SPD and SBC; and
 6. such other information as reasonably required by LSU.
120. Confirm you will provide LSU's Pharmacy Benefits Management Supplier (PBM) (MedImpact) Plan Participant(s) eligibility file daily?
121. Confirm you will provide weekly data files to LSU plan designated data warehouse and/or actuary?
122. Describe in detail your reporting capabilities being offered that are included in the Administrative Fee.
123. What is your organization's philosophy on total cost of care versus relying solely on discounts as a methodology of evaluating how you are able to save clients' money?
124. Are performance payments based on book of business measures or client specific results?
125. Describe the capabilities your website has for the following items:
 - i. Provider selection-tools that will help Plan Participant(s) select reputable and effective providers.
 - ii. Quality comparison – tools that will help Plan Participant(s) compare quality outcomes of providers and facilities.
 - iii. Price comparison – tools that will allow Plan Participant(s) to compare the price for services of various hospitals, providers, lab and x-ray facilities, etc.
 - iv. Wellness information and tools (i.e. BMI calculator, target heart rate calculator)
 - v. Is there an additional cost for any of these online services? If yes, describe.
126. Describe how your provider search tool will support a multi-tier provider network structure. In your response, address the following:

- i. Will the search tool accurately reflect and differentiate among the network tiers in search results?
 - ii. Will LSU First Choice (Tier 1) providers be clearly or prioritized distinctly from other tiers?
 - iii. Can the tool display provider quality or performance information, and if so, describe the type of source of such data.
 - iv. Describe the customization or configuration options available to support plan specific tiering, labeling, or filtering.
127. What security measures are used to protect LSU's Plan Participant(s) and claims data during implementation and beyond?
128. Will you provide LSU with at least five (5) read only access codes and training to the online eligibility, claims payment and/or standard and ad hoc reporting systems(s) (collectively, the "system") which will allow LSU's specified personnel to view and/or extract information residing in the system on an individual, Plan level, and account structure basis?
129. If LSU elected to change its benefit design to (1) share the HRA across medical and pharmacy benefits and (2) apply a combined deductible and out of pocket maximums for medical and pharmacy expenses, please describe whether and how your system can administer this design, including any operational constraints, timelines, or required system enhancements?

Population Health Management:

130. Describe your medical management and care coordination model.
131. Provide staffing ratios (nurses per Plan Participant(s)) for utilization review, case management, and care coordination.
132. Will you allow LSU flexibility with its precept and authorization list requirements?
133. Describe the qualifications of your case management and peer review staff.
134. Will your case managers be local to LSU's main regions (Baton Rouge, New Orleans, Shreveport, Alexandria)?
135. Describe your process for identifying Plan Participant(s) for care coordination and triggering case management outreach.
136. How long after identification is outreach initiated, and what channels are used (phone, digital, in-person)?
137. What percentage of identified Plan Participant(s) typically engage in case management based on your book of business?
138. Describe your process for transitioning Plan Participant(s) between case management, disease management, and other health programs.
139. Provide examples of how your case management interventions have directly reduced medical costs or improved outcomes.
140. Describe how ROI or value measurement for care coordination is calculated.
141. How do you incorporate predictive modeling or AI to identify at-risk Plan Participant(s)?
142. How do you ensure continuity of care during transitions (e.g., inpatient to outpatient, or between providers)?
143. Describe how you evaluate Plan Participant(s) satisfaction with care coordination services.
144. Describe your care coordination model for dual diagnosis cases (medical + behavioral).
145. What are your strategies for reducing readmissions and improving adherence to follow-up visits (7- and 30-day post-discharge)?
146. Do you have mandatory requirements or any restrictions on programs or suppliers which must be used in regard to medical management? If yes, describe those requirements?
147. Do you have a telemedicine partner, or how do you provide telehealth services?
148. What services are available through your current telemedicine program (e.g., primary care, mental health, musculoskeletal, etc.)?
149. Are telemedicine services included in your offer? If so, describe in detail.

150. LSU offers a bariatric program to employees that meet certain criteria in hopes to improve their health and decrease future spend. LSU has partnered with certain providers for its bariatric program to ensure competitive pricing and quality of care and outcomes. Respond to the following questions:
- Can you administer the current program (see Attachment F: Bariatric Program) as is with the set providers, pre/post op, tracking incentives, etc.
 - Describe how you would provide continuity of care for the current bariatric participants.
 - Describe the methods that you would use to identify potential candidates for the bariatric program?
 - Would there be an additional cost to administer this program?
151. LSU has partnered with the Baton Rouge General on a program to place Plan Participant(s) with targeted disease states, high risk stratification, and/or high dollar claims under the care of an internal medicine physician that will engage in an all-inclusive care coordination approach to care. This is referred to as the Comprehensive Care Clinic (“CCC”). A full description of the program can be found in Attachment G: Comprehensive Care Clinic (CCC). The goal of the CCC is to improve health outcomes; reduce costs associated with hospitalizations, emergency visits, and unnecessary tests and procedures; and removal of barriers to necessary and preventive care.
- Can you administer the current program as is with the set of providers through the Baton Rouge General?
 - Describe in detail how you would provide continuity in care for the current CCC participants.
 - LSU currently pays a monthly fee for CCC participants on severity on the monthly claims file. Can this arrangement be configured in your claims system?
 - CCC participants must be reported to the PBM in order to receive a co-pay waiver. Do you have the ability to pass enrollment indicators to the PBM on Comprehensive Care program participants?
152. After reviewing LSU’s claims, utilization, and demographic data, what specific population health management programs or interventions would your organization recommend implementing to improve health outcomes and control costs? In your response, address the following:
- Describe the data and methodology used to identify these opportunities.
 - Provide a detailed description of each recommended program, including target population and health conditions addressed.
 - Anticipated impact on health outcomes and total cost of care.
 - Implementation requirements (staffing, communication, technology and Plan Participant(s) engagement support).
 - All associated costs and pricing structure (indicate if included in base fees or billed separately).
 - Methodology to measuring outcomes and return on investment (ROI).
153. Provide examples of similar clients where you implemented comparable programs and the results achieved.
154. Are you willing to contract/sub-contract vendor point solutions per LSU’s directive? Besides the cost of the vendor point solution, would there be any additional cost for delivery or implementation of these services?
155. LSU will often implement or test pilot programs in hopes to have positive outcomes on its plan Plan Participant(s)’s health and potentially decrease future cost to the plan.
- Do you have the ability to administer pilot programs?
 - Do you have pilot programs? If yes, describe some of those current programs and desired outcomes.
 - Would there be additional cost to implement or discontinue pilot programs?
 - Is there an additional cost for reporting on pilot programs?

Flexible Spending Account (FSA) Administration

156. Describe your process for administering FSA plans in full compliance with IRS regulations.

157. Describe how enrollment will be managed, including data integration, eligibility file requirements, timelines, and participant support.
158. Describe your claims submission and adjudication process, including turnaround times and quality controls procedures.
159. Describe what methods participants can use to submit claims (mobile app, portal upload, mail, etc.).
160. Explain the methodology used for handling questionable claims. Provide examples of how you investigate, approve or deny claims where it is unclear if the requested reimbursement meets the criteria specified by the IRS.
161. Describe your processes for nondiscrimination testing and how results are communicated to the university.
162. Describe your substantiation requirements and how you communicate with participants regarding missing documentation.
163. How frequently do you make claim reimbursements? (daily, weekly, etc) Can LSU determine the frequency of reimbursements?
164. Describe the typical timeline of claim processing from receipt of claim to release of payment.
165. Describe your processes for managing overpayments, ineligible claims, and recoupment.
166. Describe the processing of a claim which is larger than the participants balance at the time of receipt and any notifications to the participant of such.
167. Does a participant automatically receive a debit card or do they have request one?
168. Does a participant receive a new debit card each year?
169. What is the process for lost or stolen debit cards? Is there a fee associated with the replacement of a card and who pays that cost?
170. How are these charges coordinated with manual charges to eliminate duplication?
171. What financial institution do you use for debit cards and how long have you partnered with that institution?
172. Explain the circumstances in which the debit card would be suspended? How is a Plan Participant notified?
173. What process ensures that terminated Plan Participants debit cards are deactivated?
174. Provide information regarding the administrator including but not limited to:
 - i. Management team assigned to LSU.
 - ii. Number of accounts currently administered and the size of organization.
 - iii. The length of time you have been providing FSA administration.
 - iv. References from 3 active and 3 terminated clients with phone numbers.
 - v. Sample claim forms.
175. Describe your processes for the following:
 - i. Process to replace reimbursement checks or direct deposits into closed accounts.
 - ii. Handling of stale dated checks.
 - iii. Process and timeframe to replace lost or stolen checks.
176. Explain your data security measures, encryption standards, and incident response protocols.
177. Describe your standard reporting package you provide to employers, including frequency and report types.
178. Can custom reporting be created? If so, describe turnaround times and any associated fees.
179. Will you provide plan administration access to view employee records, claims, and run ad hoc reports?

Network Disruption

180. NOTE - A network disruption will be calculated based on responses submitted from Exhibit IV: Financial Proposal Worksheet - Claims Repricing.

SECTION 7: FINANCIAL PROPOSAL

The following financial criteria will be evaluated:

Each Respondent that completes and returns the BAA by the deadline as indicated in the Schedule of Events, Section 2.2, will receive Exhibits IV – VI. Exhibit IV: Financial Proposal Worksheet – Claims Repricing includes an electronic record containing redacted historical claims detail. The redacted information provided by LSU will be needed for completion of Exhibit IV: Financial Proposal Worksheet – Claims Repricing. The redacted claims used for claims repricing include data furnished by LSU’s incumbent supplier, WebTPA.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

Each component of the Cost Proposal will be scored separately, resulting in three (3) separate scores.

Claims Repricing:

The maximum number of points awarded for this criterion will be 25. The Respondent that provides the lowest total cost will be awarded the full points. Points for other Respondents shall be prorated based on the cost for each Respondent compared to the lowest cost Respondent. Claims Repricing proposed by the Respondents shall be submitted in Exhibit IV: Financial Proposal Worksheet - Claims Repricing. As stated in Section 2.3 - Proposal Submittal, Exhibit IV: Financial Proposal Worksheet - Claims Repricing must be submitted via a USB flash drive in the Excel template provided.

The total cost of the Respondent being evaluated (TPC) will be determined via actuary analysis. The consultant will conduct an independent review of each Respondent’s Exhibit IV: Financial Proposal Worksheet – Claims Repricing to ensure that results provided by each Respondent are accurate and transparent. The evaluation will focus on the following criteria:

- **Data Consistency and Completeness -**
The consultant will verify that all Respondents applied pricing to the same, complete, and properly structured claims dataset.
- **Treatment of Capitation, Shared Savings, and Non–Fee-for-Service Arrangements -**
Because differences in payment models can materially affect repricing results, the consultant will review how each Respondent handled capitated services, value-based reimbursement arrangements, and shared-savings programs. Where services are capitated, it should be noted in Column AN: Explanation. The consultant may rely on standard rate manuals or comparable client benchmarks to convert capitated arrangements into fee-for-service equivalents for comparison purposes.
- **Compliance With Repricing Specifications and Methodology Requirements -**
Each Respondent must adhere to the repricing methodology as stated in Exhibit IV: Financial Proposal Worksheet – Claims Repricing.
- **Network Strength and Pricing Performance -**
The consultant will assess the impact of each Respondent’s network on repriced results, including average in-network discount levels, the percentage of claims priced in-network, and any geographic or tier-based pricing differentials. These factors help distinguish true pricing advantages from differences driven by network breadth rather than contract strength.

- **Network Disruption and Provider Access Changes -**
The consultant will evaluate whether repricing differences are driven by provider network changes by measuring the share of historical claims that would move out of network, identifying excluded high-cost or high-volume providers, and assessing geographic access. The analysis also considers whether projected savings could be eroded by member disruption, balance billing, or utilization shifts.
- **Validation and Reasonableness Testing -**
The consultant will perform a series of validation checks to ensure the accuracy and credibility of repriced outputs. These checks include assessment of outliers, comparison of repriced allowed amounts to historical plan experience, and verification that discount patterns are logical and consistent across Respondents.
- **Direct Contracts –**
The consultant will review responses to question 92 of Section 6: Technical Proposal. If Respondent will allow for the continuation of LSU’s use of direct contracts, the consultant will compare LSU’s existing direct contract rates to each Respondent’s proposed network pricing and will apply only those direct contract rates that result in a lower allowable amount than the Respondent’s network rates by provider. Direct contracts that do not provide a lower cost than the Respondent’s network shall not be applied for repricing purposes

The following formula will be used to score Cost for Claims Repricing:

$$BCS = (LPC/TPC \times FPP)$$

Where: BCS = Computed cost score (points) for Respondent being evaluated

LPC = Lowest proposed total cost of all Respondents

TPC = Total cost of Respondent being evaluated

FPP = Financial Proposal Points

Administrative Fee:

TPA Services:

The maximum number of points awarded for this criterion will be 12 points. The Respondent that provides the lowest total administrative fees for TPA Services for the term of five years to fulfill the services described in Section 3.2: Proposed Goods/Services (with the exception of the FSA services) will be awarded the full points. Points for other Respondents shall be prorated based on the cost for each Respondent compared to the lowest cost Respondent. Prices proposed by the Respondents shall be submitted in Exhibit V: Financial Proposal Worksheet - Administrative Fee. As stated in Section 2.3 - Proposal Submittal, Exhibit V: Financial Proposal Worksheet – Administrative Fee must be submitted via a USB flash drive in the Excel template provided. Prices proposed shall be firm.

The total cost of Respondent being evaluated (TPC) equals the total Administrative Fee for the term of five years, which will be calculated using the sum of the Administrative Fees for contract years 2027, 2028, 2029, 2030 and 2031. Each

year's Administrative Fee shall equal the proposed PEPM rate for TPA Services times the employee count of 8655 times 12.

The following formula will be used to score Cost for the Administrative Fee for TPA Services:

$$BCS = (LPC/TPC \times FPP)$$

Where: BCS = Computed cost score (points) for Respondent being evaluated

LPC = Lowest proposed total cost of all Respondents

TPC = Total cost of Respondent being evaluated

FPP = Financial Proposal Points

Administrative Fee:

FSA Services:

The maximum number of points awarded for this criterion will be 3 points. The Respondent that provides the lowest total administrative fees for FSA services for the term of five years to fulfill the services described in the FSA sections of Section 3.2: Proposed Goods/Services will be awarded the full points. Points for other Respondents shall be prorated based on the cost for each Respondent compared to the lowest cost Respondent. Prices proposed by the Respondents shall be submitted in Exhibit V: Financial Proposal Worksheet – Administrative Fee. As stated in Section 2.3 - Proposal Submittal, Exhibit V: Financial Proposal Worksheet – Administrative Fee must be submitted via a USB flash drive in the Excel template provided. Prices proposed shall be firm.

The total cost of Respondent being evaluated (TPC) equals the total Administrative Fee for the term of five years, which will be calculated using the sum of the Administrative Fees for contract years 2027, 2028, 2029, 2030, and 2031. Each year's Administrative Fee shall equal the proposed PEPM rate for FSA Services times the employee count of 1329 times 12.

The following formula will be used to score Cost for the Administrative Fee for FSA Services:

$$BCS = (LPC/TPC \times FPP)$$

Where: BCS = Computed cost score (points) for Respondent being evaluated

LPC = Lowest proposed total cost of all Respondents

TPC = Total cost of Respondent being evaluated

FPP = Financial Proposal Points

Failure to complete Exhibit IV - V in its entirety will result in a score of zero for the Financial Proposal section.

Note: For any value of LPC or TPC for which the proposed value is \$0, a value of \$0.01 shall be utilized for calculation purposes unless otherwise noted.

SECTION 8: VETERAN AND HUDSON INITIATIVE

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible suppliers are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>

If a Respondent is not a certified small entrepreneurship as described herein but plans to use certified small entrepreneurship(s), Respondent shall include in their Proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

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

In RFP's requiring the compliance of a good faith subcontracting plan, the University may require Respondents to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of Proposal review. Agreements between a Respondent and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Respondents shall be prohibited.

In performing its evaluation of Proposals, the University reserves the right to require a non-certified Respondent to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Respondent and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Respondent who proposed a good faith subcontracting plan, the using department, the University, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Supplier to determine whether Supplier has complied in good faith with its subcontracting plan. The Supplier must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using department, University, LED, or the OSP Director that the Supplier did not in fact perform in good faith its subcontracting plan, the contract award, or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <https://www.doa.la.gov/doa/osp/vendor-resources/hudson-and-veteran-initiatives/>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>

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

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Respondents who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Veteran/Hudson Initiative Verification must be completed and submitted with the Respondent's proposal in order to be considered for Award. Reserved points shall be awarded to the applicable Respondents' evaluation score as follows:

Respondent Status and Allotment of Reserved Points

The formula for the Hudson/Veterans subcontractor calculation is $(A/B)*C=D$ where A = the eligible subcontractor work; B = the estimated value of the five-year contract being evaluated; C = the number of Hudson/Veterans reserved points; and D = point earned.

- If the Respondent is a certified Veterans Initiative small entrepreneurship, the Respondent shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- If the Respondent is a certified Hudson Initiative small entrepreneurship, the Respondent shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- If the Respondent demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Respondent shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

If the Respondent is not a certified small entrepreneurship as described herein but plans to use certified small entrepreneurship(s), Respondent shall include in their Proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

VETERAN/HUDSON INITIATIVE VERIFICATION MUST BE COMPLETED IN ORDER TO RECEIVE ANY APPLICABLE VETERAN/HUDSON INITIATIVE POINTS.

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SECTION 9: GENERAL INFORMATION

9.1 Data Security

All data, including personally identifying information, financial account information, or other personal information collected, obtained, or transmitted to Supplier or subcontractor in connection with this Contract shall be protected and secured in accordance with federal, state, and local law. Supplier agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]). In addition, Supplier shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Supplier also agrees that security breaches, or incidents shall be reported immediately to the University.

"Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.

- A. The obligations of Supplier or subcontractor under this Section shall survive the termination of this Contract.
- B. Supplier agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by Supplier. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

9.2 Use of Subcontractors

Each Supplier shall serve as the single Supplier for all work performed pursuant to its Contract. That Supplier shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements unless otherwise stated in this RFP.

If it becomes necessary for the Supplier to use subcontractors, the University encourages the Supplier to use Louisiana Suppliers, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all Events, any subcontractor used by the Supplier should be identified to the University.

Each subcontractor must agree to be bound by the terms of the Contract. The Supplier shall assume total responsibility for compliance.

9.3 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Respondent has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or Entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Respondent also has not retaliated against any person or other Entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Respondent if this certification is subsequently determined to be false, and to terminate any Contract awarded based on such a false response.

9.4 Campus Participation

Supplier agrees to extend to all campuses, under the supervision and management of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the same goods, services, or incentives in this Contract. Campuses may be added by mutual written agreement of the parties via Participation Agreement.

9.5 Insurance Requirements

LSU requires Suppliers to procure the below minimum limits. The insurance must be maintained for the duration of work performed for or on behalf of the University, and for the length of any Agreement with the University. Failure to maintain the required insurance throughout the term of the Agreement shall be a material breach and shall entitle University to all remedies provided for in the Agreement, or by operation of law. The minimum insurance requirements described herein do not in any way limit the Supplier's financial responsibilities as outlined in the Agreement's Indemnification requirements. Therefore, the Supplier may opt to have broader coverage and limits to satisfy its financial obligations.

Workers' Compensation

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Supplier is exempt from workers' compensation or fails to provide appropriate coverage, then the Supplier is or agrees to be solely responsible and hold harmless the University for the Injuries of any owners, agents, volunteers, or employees during the course of the Agreement.

Commercial General Liability (CGL)

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

Excess Insurance

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

Information Security and Privacy Insurance

In addition to the types of insurances and limits required by contract, Supplier shall maintain the following insurance types and limits:

1. Professional Liability (Errors and Omissions), including Network Security and Privacy Liability with a minimum limit of \$2,000,000 per occurrence with a \$4,000,000 aggregate.
2. Cyber Liability including third party coverage for privacy breach, including for notification assistance as required by Louisiana law with a minimum limit of \$2,000,000 per occurrence with a \$4,000,000 aggregate.
3. The above insurances and limits should include coverage for the following risks:
 - a. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure

- b. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.
- c. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure.

Other Insurance Requirements

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

Additional Insured Status

The University is to be listed as an Additional Insured on both Commercial General Liability (must provide additional insured status for both ongoing and completed operations using an endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms with edition date 2004 if later revisions used) and Automobile Liability. See Verification of Coverage section on how the University should be listed as an Additional Insured.

Waiver of Subrogation

All insurances shall include a waiver of subrogation/recovery in favor of the University.

Primary and Non-contributory coverage

The Supplier's insurance coverage shall be primary insurance as respects to the University for any claims related to work performed for or on behalf of the University or related to an agreement/purchase order. Any applicable insurance or self-insurance maintained by the University shall be excess of the contractor/vendor's insurance and shall not contribute with it.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions above \$25,000 must be approved by the University or reduced prior to the commencement of work. The University may require the Supplier to provide proof of ability to pay losses, related investigations, claim administration, and defense expenses within the deductible or retention.

Verification of Coverage

The University shall be listed as Additional Insured and Certificate Holder as follows:

**The Board of Supervisors of Louisiana State University and Agricultural & Mechanical College
213 Thomas Boyd Hall
Baton Rouge, LA 70803**

Certificates of Insurance shall be furnished to the University evidencing the insurance required herein including amendatory endorsements. The University's failure to obtain the required documents prior to the work beginning or acceptance of a non-compliant certificate shall not waive the Supplier's obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

Special Risks or Circumstances

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9.6 Subcontractor Insurance

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

9.7 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

Supplier shall defend, indemnify, and hold harmless the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and its members, officers, employees, and agents (collectively, "LSU Parties") from and against all suits, actions, claims, judgments, damages, losses, or other liabilities, and all cost and expenses, including without limitation reasonable attorney fees, ("Claims") incurred by LSU Parties in connection therewith, arising out of or relating to Supplier's: (i) breach of any material term of this Agreement; or (ii) acts or omissions of Supplier, or those of its employees and/or agents. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, LSU Parties shall cooperate fully with and assist Supplier in all respects in connection with any such defense, and no LSU Party shall enter into a settlement of such Claim or admit liability or fault on the part of Supplier without Supplier's prior written approval.

LSU Parties shall defend, indemnify, and hold harmless Supplier, its directors, officers, employees, agents and assigns, from and against all Claims incurred by Supplier in connection therewith, arising out of or relating to the gross negligence or willful misconduct of any LSU Party. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, Supplier shall cooperate fully with and assist LSU in all respects in connection with any such defense, and Supplier shall not enter into a settlement of such Claim or admit liability or fault on the part of LSU without LSU's prior written approval.

9.8 Compliance with Applicable Law

Supplier will comply with all federal, State, and local laws appertaining to its business conducted under the Agreement, including the Higher Education Procurement Code (LAC34:XIII.2303); Louisiana Code of Governmental Ethics (La. R.S 42:1101), and will conform to University's business policies and practices.

Supplier shall be and remain fully compliant with Equal Employment Opportunity and Affirmative Action law and policy. During the performance of this Agreement, the Supplier must comply with all Federal, State and local laws, including those which prohibit discrimination because of race, color, national origin, religion, sex, sexual orientation, age, disability, or veteran status. See, e.g., The Civil Rights Act of 1964, The Age Discrimination in Employment Act of 1975, The Civil Rights Act of 1968, The Education Amendment Act of 1972, The Rehabilitation Act of 1973, The Federal Energy Administration Act of 1974, The Energy Reorganization Act of 1974, The Vietnam Era Veteran' Readjustment Act of 1974, The Energy Conservation and Production Act of 1976, The Fair Housing Act of 1968, The Americans with Disabilities Act of 1990 and Executive Order 11246, as amended. Any act of discrimination committed by Supplier, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any Contract entered into as a result of this Agreement.

9.9 Term

The Agreement will commence on 01/01/2027 (go-live date), or date of award, and will be for a term of 5 years.

9.10 Payment

In consideration of the services required by the Contract, LSU hereby agrees to pay to Supplier an Administrative

Fee for TPA Services (PEPM), an Administrative Fee for FSA Services (PEPM), and claim payment reimbursements during the term of the Agreement. All Fees and Claims payment reimbursements shall be inclusive of travel and all Contract-related expenses. The payments are predicated upon successful completion by Supplier of the described services and deliverables as provided in the Contract and written approval by LSU. **No payments will be made by LSU on banking or LSU/state holidays.**

The method of payment will be by wire transfer, a same day electronic funds transfer from LSU premium bank account to the payee's bank account.

9.10.1 Claims

LSU will not provide advance funding for payment of claims. The Supplier shall submit weekly invoices for reimbursement of claims no later than 12:00 p.m. CT on the established billing day, with an accompanying check register (claims disbursements) showing all paid claims and any other supporting documentation necessary to substantiate invoiced costs. Upon receipt and validation of each claims invoice, Supplier may initiate wire transfer of the undisputed amount within two (2) business days of receipt. If the invoice(s) and electronic check register(s) do not reconcile or if a discrepancy is found, LSU will notify the Supplier of its questions regarding said amount, and Supplier shall make a reasonable effort to respond to such questions within five (5) business days.

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

9.10.2 Administrative Fees

Supplier will invoice LSU for all fees and charges earned by Supplier set forth in RFP. Upon receipt and validation of Supplier's invoice for Administrative Fees, LSU shall pay undisputed fees by wire transfer within thirty (30) days of receipt. Administrative Fees will be charged the month following the month in which the service is provided. If LSU questions the amount, LSU will notify the Supplier of its questions regarding said amount, and Supplier shall make a reasonable effort to respond to such questions within five (5) business days. Note: The Transitional Reinsurance Program fees and the Patient Certified Outcome Research Institute (PCORI) fees are the responsibility of LSU and are not included in the Administrative Fee.

9.10.3 Late Payments

Interest due by the University for Late Payments shall be in accordance with R.S. 39:1695 and 13:4202.

9.11 Taxes

LSU is exempt from all Louisiana state and local sales and use taxes. Supplier shall be responsible for the remission of all taxes including but not limited to income, employment, use and sales taxes (Federal, State, and local) and all license fees, or any other necessary expense to the operation under the Agreement with the University, and shall conform to all laws, regulations, and ordinances applicable to the performance of this RFP and any subsequent Agreement between the University and Supplier.

9.12 Assignment

This Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, conveyed, sublet, or disposed of without receiving prior written consent from LSU Procurement Services. All Agreements

and stipulations herein contained, and all obligations assumed in the Contract shall be binding upon the heirs, successor, and assigns of the parties thereto.

9.13 Audit/Retention of Records

9.13.1 Audit of Persons Submitting Cost or Pricing Data

The University may, at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data to the extent that such books and records relate to such cost or pricing data.

9.13.2 Contract Audit

The University shall be entitled to audit the books and records of a Supplier or any subcontractor under any negotiated Contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Supplier for a period of five (5) years from the date of final payment under the Contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

9.14 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Supplier's Proposal or any other required submissions, the inconsistency shall be resolved by giving precedence fully executed contract and amendments, then to the RFP and subsequent addenda (if any) and finally, the Supplier's Proposal or other submissions.

9.15 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of LSU Procurement Services. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

Changes to the Contract include any change in compensation; beginning/ending date of the Contract; scope of work; and/or Supplier change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the Contract.

9.16 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All Proposals and Contracts submitted are subject to provisions of the laws of the State of Louisiana, the Higher Education Procurement Code (LAC34:XIII), Procurement policies and procedures; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

9.17 Termination

9.17.1 Termination of the Contract for Cause

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

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

9.17.2 Termination of the Contract for Convenience

The University may terminate the Contract at any time by giving thirty (30) days written notice to the Supplier of such termination or negotiating with the Supplier an effective date.

The Supplier shall be entitled to payment for deliverables in progress, to the extent work has been performed in accordance with the Contract.

9.17.3 Termination for Non-Appropriation of Funds

The continuance of the Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first Fiscal Year for which funds are not appropriated.

9.18 Anti-Kickback Clause

The Supplier hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Supplier or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

9.19 Substitution of Personnel

If, during the term of the Contract, the Supplier or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for Approval prior to any personnel substitution. It shall be acknowledged by the Supplier that every reasonable attempt shall be made to assign the personnel listed in the Supplier's Proposal.

9.20 Clean Air Act

The Supplier hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

9.21 Energy Policy and Conservation Act

The Supplier hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

9.22 Clean Water Act

The Supplier hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

9.23 Anti-Lobbying and Debarment Act

The Supplier will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

9.24 Fund Use

Supplier 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.

9.25 Warranties

Supplier warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the Scope of Work.

Supplier shall indemnify University against any loss or expense arising out of any breach of any specified Warranty. ***(Only applicable to software)***

- A. Supplier further warrants that it has the right to provide and or license its software product to the University and that it will operate in accordance with this solicitation. In the event of a material failure of Supplier's software product to function and operate, and/or failure by the Supplier to perform its obligations, in accordance with the terms and conditions of the contract/s that results in the termination of the contract/s for cause by the University, the University will not be obligated to compensate the Supplier of any costs incurred by Supplier.
- B. *Period of Coverage.* The Warranty period for software and system components covered under the Contract/s will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate based upon negotiated terms thereafter.
- C. *Free from Defects.* Supplier warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Supplier will, without additional charge to the University, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the University.
- D. *Software Standards Compliance.* Supplier warrants that all software/hardware and other products delivered hereunder will comply with University specifications.
- E. *Software Performance.* Specific operating performance characteristics of the software/hardware provided hereunder are warranted by the Supplier.
- F. *No Surreptitious Code Warranty.* Supplier warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop-dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the University. Excluded from this prohibition are identified and University-authorized

features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm, or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

9.26 Accessibility

Supplier represents they are committed to promoting and improving accessibility of all their products as required in the Louisiana State University Policy Statement 31 (https://lsu.edu/policies/ps/ps_31.pdf) and will remain committed throughout the term of this Agreement. If the products and/or services are not in conformance with all applicable federal and state disability laws, policies, and regulations, supplier shall use reasonable efforts to update the products and/or services to ensure conformance as soon as possible. In the event any issues arise regarding Supplier's compliance with applicable federal or State disability laws, policies, and regulations, the University will send communications to the Supplier regarding the complaint, and Supplier shall assign a person with accessibility expertise to reply to the University within two business days. Failure to confirm with this requirement shall be justification to cancel Agreement/Contract for cause.

9.27 Licenses and Permits

Supplier shall obtain and maintain at its own expense all licenses, permits, and other approvals required by Federal, State, and local governments. These documents shall be made available to University personnel when so requested by the University.

9.28 Severability

If any term or condition of this RFP, or any Contract entered into as a result of this Agreement, 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 Agreement are declared severable.

9.29 Code of Ethics

The Supplier acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. Seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Agreement. The Supplier agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

9.30 Security

Supplier's personnel will comply with all security regulations in effect at the University's premises, and externally for materials and property belonging to the University or to the project. Supplier is responsible for promptly reporting to the University any known breach of security.

9.31 Personnel and Background Checks

Supplier shall be required to provide all management and other personnel necessary for performance of its obligations under the Agreement at no additional cost to the University.

The Supplier must conduct and possess a current background check on all employees, whether full or part-time. The University reserves the right to request a copy of an employee's background check at any time. The Supplier shall be required to adhere to all University policies. All employees shall wear identification tags provided by Supplier.

The University reserves the right to request immediate removal of any personnel for conduct which is determined to be not in the best interest of the University.

9.32 Parking and Transportation

Should Supplier access the University, Supplier's employees, subcontractors, vendors, and suppliers will conform to the regulations of LSU Parking & Transportation Services. Expenses of parking at the University shall be borne by Supplier or its employees, subcontractors, and vendors. Information regarding the University's parking rules and regulations can be obtained from LSU Parking & Transportation Services.

ATTACHMENT A - CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specification of the Request for Proposal (RFP), including attachments/exhibits.

OFFICIAL CONTACT. The University requests that the Respondent designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: **(Print Clearly)**

Official Contact Name: _____

E-mail Address: _____

Telephone Number with area code: (_____) _____

Facsimile Number with area code: (_____) _____

Respondent certifies that the above information is true and grants permission to the University or Agencies to contact the above-named person or otherwise verify the information provided.

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

- The information contained in its response to this RFP is accurate;
- Respondent complies with each of the Mandatory Requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- Respondent accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
- Respondent has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel;
- Respondent has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions;
- All Proposals will be considered valid until award is made; and,
- The State reserves the right to reject the response of the Respondent if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Respondent certifies, by signing and submitting a Proposal, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR PART 200. (A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.)

Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Respondent's Authorized Representative:
(Signature MUST be Hand signed and should be in Blue ink)

DATE

ATTACHMENT B -BUSINESS ASSOCIATE AGREEMENT

This RFP Business Associate Agreement is required of Respondents in order to access the Confidential Data necessary to respond to this RFP. A Respondent must have this RFP BAA signed, dated and delivered to LSU no later than the date as indicated in the Schedule of Events (Section 2.2). See Proposal Submittal (Section 2.3) for further instructions. LSU will not accept any revisions to the RFP BAA.

RFP BUSINESS ASSOCIATE AGREEMENT

On this _____ day of _____, 2026, the undersigned, **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College** ("LSU") and _____ ("Business Associate") have entered into this "Business Associate Agreement" ("Agreement") for the purposes herein set forth.

1. Business Associate Relationship

(a) LSU and Business Associate are engaging in a Request for Proposals process, dated _____ ("RFP"), and pursuant to which Business Associate is performing functions or tasks on behalf of LSU which require Business Associate to have access to certain Protected Health Information in the possession of LSU.

(b) LSU is bound by the regulations implementing the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 ("HIPAA"), 45 C.F.R. Parts 160 and 164 ("the Privacy Rule"). The intent and purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. §§ 164.502(e) and 164.504(e).

(c) In the performance of the RFP, Business Associate is performing functions on behalf of LSU which meet the definition of "Business Associate Activities" in 45 C.F.R. § 160.103, and therefore Business Associate is a "Business Associate" of LSU.

(d) In order for Business Associate to perform its obligations under the RFP, LSU must disclose to Business Associate certain Protected Health Information (as defined in 45 C.F. R. §160.103) that is subject to protection under HIPAA and the Privacy Rule.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and in furtherance of the mutual intent of the parties to comply with the requirements of the Privacy Rule, the parties agree as follows:

2. Definitions

(a) Protected Health Information. "Protected Health Information" shall have the meaning found in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of LSU. "Protected Health Information" may also be referred to as "PHI".

(b) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Terms used in this Agreement, but not otherwise defined herein, shall have the same meaning as in the Privacy Rule.

3. Obligations and Activities of Business Associate

(a) Business Associate agrees not to use or disclose PHI other than as stated in the RFP, this Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for in this Agreement. Business Associate agrees to familiarize itself with LSU's policies and procedures for safeguarding PHI and agrees to implement substantially identical safeguards for PHI in its possession.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report promptly to LSU any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of LSU, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information by entering into a written Business Associate contract with the Subcontractor.

(f) Business Associate agrees to provide access, at the request of LSU, and in a prompt and timely manner, to PHI in a Designated Record Set, to LSU or, as directed by LSU, to an Individual in order to meet the requirements of 45 C.F.R. § 164.524.

(g) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the LSU directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of LSU or an Individual.

(h) Business Associate agrees to make its policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of LSU, available to LSU, or to the Secretary, in a prompt and timely manner or as designated by the Secretary, for purposes of determining LSU's compliance with the Privacy Rule. LSU's access to internal policies and procedures shall be upon reasonable prior notice, reasonable in terms of scope of access, and solely for the purpose of ensuring LSU's compliance with the Privacy and Security Rules.

(i) Business Associate agrees to document such disclosures of PHI as would be required for LSU to respond timely to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(j) Business Associate agrees that, in requesting PHI from LSU, and in using or disclosing PHI to others, only the Minimum Necessary information shall be requested, used or disclosed.

4. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise prohibited by law or limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, LSU as specified in the RFP, provided that such use or disclosure would not violate the Privacy Rule if done by LSU or the minimum necessary policies and procedures of the LSU or the Privacy Rule, including, but not limited to the following:

(1) Use or disclose PHI for proper management and administration or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Entities to which Business Associate discloses PHI for the purpose of management and administration of the Business Associate shall be deemed "agents" or "subcontractors" of Business Associate, within the meaning of Section 3(e) of this Agreement.

(2) Use PHI to provide Data Aggregation services to LSU as permitted by 45 C.F.R. § 164.504(e) (2) (i) (B).

5. Security

Business Associate agrees to:

(1) implement and document, as set forth in 45 C.F.R. § 164.316, Administrative Safeguards, Physical Safeguards and Technical Safeguards (as defined herein) that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LSU, as required by 45 C.F.R. Part 164, Subpart C, and specifically, but not exclusively, including the following:

- (a) Ensure the confidentiality, integrity, and availability of all electronic protected health information the Business Associate creates, receives, maintains, or transmits on behalf of LSU;
- (b) Protect against any reasonably anticipated threats or hazards to the security or integrity of such information;
- (c) Protect against any reasonably anticipated uses or disclosures of such information that are not permitted or required under the HIPAA Privacy Regulations;
- (d) Ensure compliance with this Section by its workforce;

(2) ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement and document reasonable and appropriate Administrative Safeguards, Physical Safeguards and Technical Safeguards, including at least the requirements set forth in this Section for Business Associate;

(3) report to LSU any Security Incident of which it becomes aware;

(4) make its policies and procedures, and documentation required by this Section relating to such Safeguards, available to the Secretary and to LSU for purposes of determining the Business Associate's compliance with this Section; and

(5) authorize termination of the RFP or other relationship by LSU if LSU determines that the Business Associate has violated a material term of the contract or this Business Associate Agreement.

For the purposes of this Section, the following terms have the meaning assigned to them below:

Administrative Safeguards means administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic protected health information and to manage the conduct of the Business Associate's workforce in relation to the protection of that information, as more particularly set forth in 45 C.F.R. § 164.308.

Physical Safeguards means physical measures, policies, and procedures to protect Business Associate's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion, as more particularly set forth in 45 C.F.R. § 164.310.

Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

Technical Safeguards means the technology and the policy and procedures for its use that protect electronic protected health information and control access to it, as more particularly set forth in 45 C.F.R. § 164.312.

Terms used in this Section but not defined herein shall have the meaning assigned to such terms by 45 C.F.R. Part 164, Subpart C, specifically including, but without limitation, 45 C.F.R. § 164.304.

6. Obligations of LSU

(a) LSU shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Business Associate acknowledges that it has access to LSU's Notice of Privacy Practices and agrees to comply with all limitations on use and disclosure of PHI contained therein.

(b) LSU shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) LSU shall notify Business Associate of any changes in LSU's Notice of Privacy Practices.

7. Term and Termination of Agreement

(a) Term. The Term of this Agreement shall be effective as of the date of execution by the last party executing same, and shall terminate when all of the Protected Health Information provided by LSU to Business Associate, or created or received by Business Associate on behalf of LSU, is destroyed or returned to LSU, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Notwithstanding any other provisions of this Agreement, upon LSU's knowledge of a material breach by Business Associate of the terms of this Agreement, LSU shall either:

(1) Provide an opportunity for Business Associate to cure the breach. LSU may terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by LSU;

(2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cure is feasible in the sole discretion of LSU, LSU shall report the violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from LSU or created or received by Business Associate on behalf of LSU. Business Associate shall not retain copies of any PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

(2) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall notify LSU of this determination and its reasons. If LSU agrees that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures, for so long as Business Associate maintains such PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

8. Miscellaneous

(a) Regulatory References. Any reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(b) Formal Amendment and Deemed Amendment. The Parties agree to take such action as is necessary to formally amend this Agreement from time to time as is necessary for LSU to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191. Regardless of the execution of a formal amendment of this Agreement, the Agreement shall be deemed amended to permit the LSU to comply with HIPAA and the Privacy Rule, as the same may be hereafter amended or interpreted.

(c) Survival. The respective rights and obligations of Business Associate under Section 6 (c) of this Agreement entitled "Effect of Termination" shall survive the termination of this Agreement and/or the RFP.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit LSU to comply with the Privacy Rule.

(e) Material Breach of Agreement as Breach of RFP. Any material breach of this Agreement by Business Associate shall constitute a material breach of the RFP and shall entitle LSU to any of the remedies provided in the RFP, in addition to the remedies provided herein.

(f) Provisions of Agreement to Control. In the event of any conflict between the provisions of this Agreement and any of the other provisions of the RFP, including any renewal, extension or modification thereof, the provisions of this Agreement shall control.

(g) Ownership of PHI. The PHI to which Business Associate, or any agent or subcontractor of Business Associate has access under the RFP shall be and remain the property of LSU.

(h) Indemnification and Contribution. Each party to this Agreement shall indemnify and hold the other harmless from any and all claims, liability, damages, costs and expenses, including attorney's fees and costs of defense and attorney's fees, resulting from the action or omission of the other party. In the event that any liability, damages, costs and expenses arise as a result of the actions or omissions of both parties, each party shall bear such proportion of such liability, damages, costs and expenses as are attributable to the acts or omissions of such party.

(i) Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, LSU retains all rights to seek injunctive relief to prevent or stop the inappropriate use or disclosure of PHI directly or indirectly by Business Associate, or any agent or subcontractor of Business Associate.

(j) Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement or in connection with any of its provisions, the prevailing party shall be entitled to an award for the attorney's fees and costs incurred therein in addition to any other right of recovery.

(k) Severability. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that, if any such provision is held to be illegal, invalid or unenforceable, there will be substituted in lieu thereof a provision as similar in terms to such provision as is possible which is legal, valid and enforceable.

(l) Waiver of Provisions. Failure by either party at any time to enforce or require the strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver of such terms or conditions or modify such provision or in any manner render it unenforceable as to any other time or as to any other occurrence. Any specific waiver by either party of any of the terms and conditions of this Agreement shall be considered a one-time event and shall not constitute a continuing waiver. Neither a waiver nor any failure to enforce shall in any way affect or impair the terms or conditions of this Agreement or the right of either party to avail itself of its remedies.

(m) Choice of Law. To the extent not preempted by HIPAA, the Privacy Rule or the Security Rule, the laws of the State of Louisiana shall govern this Agreement.

(n) Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and will be deemed to have been given when actually delivered (by whatever means) to the party designated to receive such notice, or on the next business day following the day sent by overnight courier, or on the third (3rd) business day after the same is sent by certified United States mail, postage and charges prepaid, directed to the addresses noted below, or to such other or additional address as any party might designate by written notice to the other party, whichever is earlier.

Notices required by this Agreement shall be sent as follows:

LSU:

Michele Montero
LSU System Chief Procurement Officer
Louisiana State University
213 Thomas Boyd Hall
Baton Rouge, LA 70803

Business Associate:

[Name]
[Entity]
[Address]
[City, State Zip Code]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of execution by the final Party.

Board of Supervisors of Louisiana State University
and Agricultural & Mechanical College

Signature: _____

Printed Name: _____

Date: _____

Business Associate:

Signature: _____

Printed Name: _____

Date: _____

ATTACHMENT C - VETERAN/HUDSON INITIATIVE VERIFICATION

This form must be completed in order for any of the possible evaluation points to be awarded. All supporting documentation must be submitted with the Proposal clearly labeled within this Attachment. Failure to submit this form for verification of Veterans/Hudson certification will result in no points awarded.

1. Respondent is a certified small entrepreneurship.

YES NO

If yes, indicate which initiative applies, Hudson Initiative or Veteran Initiative:

Initiative: _____

If yes, provide Certificate Number and any supporting documentation:

Certification Number: _____

2. Respondent is not a certified small entrepreneurship but demonstrates its intent to use certified small entrepreneurship(s) in the performance of the contract work resulting from this solicitation.

YES NO

If yes, then list the certified entrepreneurs below and provide clearly labeled supporting documentation:

a. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

Total Contract Amount of Subcontract: _____

b. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

Total Contract Amount of Subcontract: _____

c. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

Total Contract Amount of Subcontract: _____

d. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

Total Contract Amount of Subcontract: _____

3. Respondent made "good faith" efforts to subcontract with certified small entrepreneurs.

YES **NO**

If yes, then supporting documentation must be clearly labeled and attached.

a. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

b. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

c. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT D - SAMPLE CONTRACT



BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, PARISH OF EAST BATON ROUGE

This Agreement ("Agreement") is made and entered into by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE** (hereinafter referred to as "LSU" or "University"), a public constitutional corporation organized and existing under the laws of the State of Louisiana and **SUPPLIER'S NAME ADDRESS, CITY, STATE, ETC.** (hereinafter referred to as "Supplier").

TERM

The term of this Agreement shall be for (xx) years, commencing on _____ ("Begin date") and ending on the day immediately preceding the (xx) anniversary of the Begin date ("End date").

SCOPE OF SERVICES

In accordance with the specifications outlined in the RFP document, Exhibit A provides the scope of services, tasks, and deliverables the University requires of the Supplier.

SUPPLIER OBLIGATIONS

Supplier Obligations

UNIVERSITY OBLIGATIONS

The University will provide at least a thirty (30) days' notice for quarterly, semi-annual, or annual business reviews. The University will provide Campus mail services, under policies and rules governing its use as provided for in Louisiana State University Policy Statement 91. (https://lsu.edu/policies/ps/ps_91.pdf)

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 law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

Changes to the Contract include any change in a) compensation; b) beginning/ending date of the Contract; c) scope of work; and/or d) Supplier change through the assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the Contract.

FUND USE

Supplier 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.

HEADINGS

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

TERMINATION

Termination for Cause: The University may terminate this Agreement for cause based upon the failure of Supplier to comply with the terms and/or conditions of the Agreement provided that the University shall give the Supplier written notice specifying the Supplier's failure. If within thirty (30) days after receipt of such notice, the Supplier shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Supplier in default and the Agreement shall terminate on the date specified in such notice.

The Supplier may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this Agreement, provided that the Supplier shall give the University written notice specifying the University's failure. If within thirty (30) days after receipt of such notice, the University shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Supplier may, at its option, place the University in default and the Agreement shall terminate on the date specified in such notice.

Termination for Convenience: The University may terminate this Contract at any time by giving thirty (30) days written notice to the Supplier of such termination or negotiating with the Supplier an effective date. Supplier shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Termination for Non-Appropriation of Funds: The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

OWNERSHIP

All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Supplier in connection with the performance of the services Contracted for herein shall become the property of University, and shall, upon request, be returned by Supplier to University, at Supplier's expense, at termination or expiration of this Contract.

INDEMNIFICATION

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract.

Supplier shall defend, indemnify, and hold harmless the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and its members, officers, employees, and agents (collectively, "LSU Parties") from and against all suits, actions, claims, judgments, damages, losses, or other liabilities, and all cost and expenses, including without limitation reasonable attorney fees, ("Claims") incurred by LSU Parties in connection therewith, arising out of or relating to Supplier's: (i) breach of any material term of this Agreement; or (ii) acts or omissions of Supplier, or those of its employees and/or agents. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, LSU Parties shall cooperate fully with and assist Supplier in all respects in connection with any such defense, and no LSU Party shall enter into a settlement of such Claim or admit

liability or fault on the part of Supplier without Supplier's prior written approval.

LSU Parties shall defend, indemnify, and hold harmless Supplier, its directors, officers, employees, agents, and assigns, from and against all Claims incurred by Supplier in connection therewith, arising out of or relating to the gross negligence or willful misconduct of any LSU Party. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, Supplier shall cooperate fully with and assist LSU in all respects in connection with any such defense, and Supplier shall not enter into a settlement of such Claim or admit liability or fault on the part of LSU without LSU's prior written approval.

UNIVERSITY NAME AND LOGO USE

The Supplier agrees that it will not advertise nor promote any connection with the University, the University Board of Supervisors or use any identifying marks or property nor make representation, either expressed or implied, as to the University's promotion or endorsement of the Supplier unless it has received prior written consent from the University.

USE OF UNIVERSITY FACILITIES

Any property of the University furnished to the Supplier shall, unless otherwise provided herein, or approved by the University, be used only for the performance of this Contract.

The Supplier shall be responsible for any loss or damage to property of the University which results from willful misconduct or lack of good faith on the part of the Supplier or which results from the failure on the part of the Supplier to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the University in like condition, except for normal wear and tear, to that in which it was furnished to the Supplier. Upon the happening of loss, or destruction of, or damage to property of the University, the Supplier shall notify the University thereof and shall take all reasonable steps to protect that property from further damage.

The Supplier shall surrender to the University all property of the University prior to settlement upon completion, termination, or cancellation of this Contract. All reference to the Supplier under this section shall include any of its employees, agents, or Subcontractors.

FACILITY AND CONSTRUCTION OVERSIGHT

Modification to Premises: Should Supplier seek to modify Premises, it shall secure LSU's written approval of all plans and specifications for the construction of the improvements or modifications prior to the commencement of any work on or about the Premises, which approval will not be unreasonably withheld, conditioned, or delayed. This approval may be given by the Office of Facility Services for Louisiana State University or a designee. All proposed physical modifications to the Premises must be agreed upon in writing by the Supplier and the University and may require approval of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. Subject to Article IX, upon the termination or expiration of this Agreement, Supplier shall, as soon thereafter as feasible, but no later than thirty (30) days after effective date of termination or expiration of this Agreement, vacate all parts of the Premises occupied by Supplier, remove Supplier's equipment (if applicable), and return the Premises to University, with all of University's Equipment (defined below), in the same condition as when originally made available to Supplier, unless agreed upon by University, excepting reasonable wear and tear, fire and other casualty loss.

WAIVER

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or

subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by the written consent of both parties.

WARRANTIES

Supplier warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

***This paragraph may only apply when software is involved.** No Surreptitious Code Warranty. Supplier warrants that Supplier will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and University-authorized features designed for purposes of maintenance or technical support.*

TAXES

Supplier agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes.

DISCRIMINATION CLAUSE

The Supplier agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and supplier agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Supplier agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Supplier, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

ACCESSIBILITY

Supplier represents they are committed to promoting and improving accessibility of all their products as required in the Louisiana State University Policy Statement 31 (https://lsu.edu/policies/ps/ps_31.pdf), and will remain committed throughout the term of this agreement. If the products and/or services are not in conformance with all applicable federal and state disability laws, policies, and regulations, supplier shall use reasonable efforts to update the products and/or services to ensure conformance as soon as possible. In the event any issues arise regarding supplier's compliance with applicable federal or state disability laws, policies, and regulations, the University will send communications to the supplier regarding the complaint, and supplier shall assign a person with accessibility expertise to reply to the University within two business days. Failure to confirm with this requirement shall be justification to cancel agreement/Contract for cause.

LICENSES AND PERMITS

Supplier shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract, if applicable.

SUBCONTRACTORS

The Supplier may enter into subcontracts with third parties for the performance of any part of the Supplier's duties

and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Supplier to the University for any breach in the performance of the Supplier's duties. The Supplier will be the single point of contact for all Subcontractor work.

INSURANCE

Supplier shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Suppliers, agents, representatives, or employees.

Workers' Compensation

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Supplier/vendor is exempt from workers' compensation or fails to provide appropriate coverage, then the Supplier /vendor is or agrees to be solely responsible and hold harmless the University for the Injuries of any owners, agents, volunteers, or employees during the course of the agreement.

Commercial General Liability (CGL)

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

Excess Insurance

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

Other Insurance Requirements

Additional Insured Status

The University is to be listed as an Additional Insured on the Commercial General Liability (must use an endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms with edition date 2004 if later revisions used). See Verification of Coverage section on how the University should be listed as an Additional Insured.

Waiver of Subrogation/Recovery

All insurances shall include a waiver of subrogation/recovery in favor of the University.

Primary Coverage and Limits of Insurance

For any claims related to work performed for or on behalf of the University or related to an agreement/purchase order, the Supplier/vendor's insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the Supplier /vendor's insurance and shall not contribute with it.

Subcontractors

Subcontractors of the Supplier/vendor shall be subject to all of the requirements stated herein. Supplier/vendor shall include all subcontractors as insureds under its policies or shall be responsible for verifying insurance coverages

and limits and maintaining Certificates of Insurance for each subcontractor. The University reserves the right to receive from the Supplier /vendor copies of subcontractors' certificates.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions above \$25,000 must be approved by the University or reduced prior to the commencement of work. The University may require the Supplier/vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

Verification of Coverage

The University shall be listed as Additional Insured and Certificate Holder as follows:

**The Board of Supervisors of Louisiana State University
and Agricultural & Mechanical College
213 Thomas Boyd Hall
Baton Rouge, LA 70803**

Certificates of Insurance shall be furnished to the University evidencing the insurance required herein including amendatory endorsements. The University's failure to obtain the required documents prior to the work beginning or acceptance of a non-compliant certificate shall not waive the Supplier/vendor's obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

Special Risks or Circumstances

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

PAYMENT TERMS

In consideration of the services required by the Contract, LSU hereby agrees to pay to Supplier Administrative Fee for TPA Services (PEPM), an Administrative Fee for FSA Services (PEPM), and claim payment reimbursements during the term of the Agreement. All Fees and Claims payment reimbursements shall be inclusive of travel and all Contract-related expenses. The payments are predicated upon successful completion by Supplier of the described services and deliverables as provided in the Contract and written approval by LSU. No payments will be made by LSU on banking or LSU/state holidays.

The method of payment will be by wire transfer, a same day electronic funds transfer from LSU premium bank account to the payee's bank account.

Claims

LSU will not provide advance funding for payment of claims. The Supplier shall submit weekly invoices for reimbursement of claims no later than 12:00 p.m. CT on the established billing day, with an accompanying check register (claims disbursements) showing all paid claims and any other supporting documentation necessary to substantiate invoiced costs. Upon receipt and validation of each claims invoice, Supplier may initiate wire transfer of the undisputed amount within two (2) business days of receipt. If the invoice(s) and electronic check register(s) do not reconcile or if a discrepancy is found, LSU will notify the Supplier of its questions regarding said amount, and Supplier shall make a reasonable effort to respond to such questions within five (5) business days.

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

Administrative Fees

Supplier will invoice LSU for all fees and charges earned by Supplier set forth in RFP. Upon receipt and validation of Supplier's invoice for Administrative Fees, LSU shall pay undisputed fees by wire transfer within thirty (30) days of receipt. Administrative Fees will be charged the month following the month in which the service is provided. If LSU questions the amount, LSU will notify the Supplier of its questions regarding said amount, and Supplier shall make a reasonable effort to respond to such questions within five (5) business days. Note: The Transitional Reinsurance Program fees and the Patient Certified Outcome Research Institute (PCORI) fees are the responsibility of LSU and are not included in the Administrative Fee.

Interest due by the University for Late Payments shall be in accordance with R.S. 39:1695 and 13:4202.

SUBSTITUTION OF PERSONNEL

If, during the term of this Contract, the Supplier or Subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Supplier that every reasonable attempt shall be made to assign the personnel listed in the Supplier's proposal.

NOTICES

All notices, statements and payments provided for herein shall be in writing and deemed given if given in person or sent postage paid via registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, including without limitation courier delivery, all fees prepaid, to the parties at the addresses given below or such other addresses as either party may designate to the other, and shall be deemed to have been given at the time it is sent addressed to the parties as set forth below:

If to LSU:

LSU System Chief Procurement Officer
LSU Procurement
213 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Telephone: 225-578-2176

With copy to:

Director of Benefits and Retirement
Human Resource Management
110 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Telephone: 225-578-8200

ASSIGNMENT

The Parties shall not assign this Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, and conveyed, sublet, or disposed of without receiving prior written consent of the other Party; provided, however, Supplier shall be permitted to assign its interest in and to the Agreement to an affiliate of subsidiary of Supplier. In the event Supplier assigns its interest in and to the Agreement to an affiliate, Supplier shall remain liable for the performance of Supplier's obligation pursuant to the Agreement. All Agreements and stipulations herein contained and all obligations assumed in the Agreement shall be binding upon the heirs, successor and assigns of the parties thereto.

This provision shall not be construed to prohibit either Party from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the non-assigning Party.

CODE OF ETHICS

The Supplier acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Supplier agrees to immediately notify the University if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

CONFIDENTIALITY

All financial, statistical, personal, technical, and other data and information relating to the University's operations which are designated confidential by the University and made available to the Supplier in order to carry out this Contract, shall be protected by the Supplier from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University in writing to the Supplier. If the methods and procedures employed by the Supplier for the protection of the Supplier's data and information are deemed by the University to be adequate for the protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The Supplier shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Supplier's possession, is independently developed by the Supplier outside the scope of the Contract, or is rightfully obtained from third parties.

INFORMATION SECURITY

Supplier agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]. In addition, Supplier shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Supplier also agrees that security breaches, or incidents shall be reported immediately to the University.

"Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.

CONTRACT CHANGES

No additional changes, enhancements, or modifications to any Contract resulting from this RFP shall be made without the prior approval of LSU Procurement Services. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

Changes to the Contract include any change in: compensation; beginning/ ending date of the Contract; scope of work; and/or Supplier change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the Contract.

CONTRACT CONTROVERSIES

Any claim or controversy arising out of this Contract shall be resolved by the University Pilot Procurement Code, LAC 34:XIII.1503.

RIGHT TO AUDIT

The State Legislative auditor, federal auditors, and internal auditors of the state or others so entitled by the state or university shall have the right to inspect and audit all data and records of the contracting entity or any subcontractor of the contracting entity related to performance with respect to this agreement. The rights of inspection and audit shall commence as of the date of this agreement and shall continue for a period of five (5) years after project acceptance or as required by applicable state and federal law. The contracting entity and any subcontractor of the contracting entity shall maintain all books and records related to this agreement for the enumerated five (5) year period.

SECURITY

Supplier's personnel will comply with all security regulations in effect at the University's premises, and externally for materials and property belonging to the University or to the project. Where special security precautions are warranted (e.g., correctional facilities), the University shall provide such procedures to the Supplier, accordingly. Supplier is responsible for promptly reporting to the University any known breach of security

ANTI-KICKBACK CLAUSE

The Supplier hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Supplier or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT

The Supplier hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

The Supplier hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the University energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

The Supplier hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT

The Supplier will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

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.

COMMENCEMENT OF WORK

No work shall be performed by Supplier and the University shall not be bound until such time as this Contract is fully executed between the University and the Supplier and all required approvals are obtained.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

ORDER OF PRECEDENCE

The Request for Proposal (RFP), dated _____, and the Supplier's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Supplier's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Supplier's Proposal.

THUS DONE AND SIGNED by LSU in triplicate originals as of the _____ day of _____ 202__, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to LSU:

BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE

Chief Procurement Officer
*Assistant Vice President for Procurement & Property
Management*

THUS DONE AND SIGNED by Supplier in triplicate originals as of the _____ day of _____ 202__, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to
SUPPLIER'S NAME

SUPPLIER'S NAME

Signature

Title

ATTACHMENT E – CENSUS DATA AND 1095 REPORTING

Census Data Points

Report should be available by CSV and Excel each month

Member #
Relationship- Employee, Spouse, Child
First Name
Last Name
Date of Birth
Gender
Primary Member SSN
Dependent SSN
Address
City
State
Zip
Phone
Email Address
Benefit Plan
Status
Effective Date
Term Date
Campus Location Code
Class- Employee Only, Employee + Spouse, Employee + Child(ren), Family

1095 Data Points

Report should be available by CSV and Excel each month

Member #
Relationship- Employee, Spouse, Child
First Name
Last Name
Date of Birth
Gender
Primary Member SSN
Dependent SSN
Address
City
State
Zip
Phone
Email Address
Benefit Plan
Status
Effective Date
Term Date
Campus Location Code
Class- Employee Only, Employee + Spouse, Employee + Child(ren), Family
Months Covered- Y should be placed in fields that represent month covered: All 12 months, Jan, Feb, March, April, May, June, July, Aug, Sept, Oct, Nov, Dec

ATTACHMENT F-BARIATRIC PROGRAM

Bariatric Program Member Responsibility

Co-pay, any co-pay that the member pays out of pocket will not count towards the member deductible, co-insurance or out-of-pocket maximum.

Co-Pay for Procedures:

Gastric Sleeve: a surgical weight-loss procedure in which a portion of the stomach is removed restricting food consumption.

Member Copay: \$3,500

Gastric Bypass: a surgical procedure designed to alter the process of digestion and aid in weight loss. The procedure reduces the size of the stomach and bypasses part of the small intestine to restrict the amount of food consumption.

Member Copay: \$5,000

Current Providers: Baton Rouge General, University Medical Center, West Jefferson Medical Center, Barinet.

Co-Pay Reimbursement

Eligible participants will have the opportunity to earn back a portion of their co-pay. Each year for three years following surgery, the member will be given individual goals to meet. If all goals are met and all other requirements fulfilled for the year, members may earn back a portion of their copay according to the schedule below.

Gastric Sleeve:

Year 1 = \$1,000

Year 2 = \$1,000

Year 3 = \$1,000

Gastric Bypass:

Year 1 = \$1,250

Year 2 = \$1,250

Year 3 = \$1,250

Member reimbursement will be contingent on meeting the following: must be actively employed and enrolled in LSU First, meet clinically defined program goals, all post-operative requirements and actively participate in care coordination. In order to receive reimbursement, members will be responsible for submitting a manual LSU First claim form to WebTPA each year documenting milestones met.

If a member is not actively employed and enrolled in LSU First, is determined non-compliant in their participation in pre and post-operative program requirements, including post-operative follow up, then the member shall not be eligible for reimbursement of member co-pay. HRA and/or rollover HRA dollars cannot be used to reimburse LSU First in the event of early termination in the program.

Member compliance will be determined by clinical staff with LSU First care coordination team and the medical staff and the physician overseeing the member's care. All compliance determinations shall be made by clinical professionals.

LSU First Plan administration will not be in any decision-making capacity specific to program eligibility, member compliance or the securing of financing for the procedure. All compliance measures and the securing of financing where applicable will be borne solely by the member and subject to the parameters of the program defined herein.

Bariatric Program Supplement

The physician may suggest/require participants to take certain supplements pre- or post-surgery. Supplements are not a requirement of the program but can be purchased on a voluntary basis.

ATTACHMENT G – COMPREHENSIVE CARE CLINIC (CCC)

The LSU First Comprehensive Care Clinic (CCC) Program is designed to serve LSU First members with chronic medical conditions. Multi-specialty care is provided through Baton Rouge General Medical Center (BRG). The CCC seeks to deliver a comprehensive approach to care that considers genomic, biological, psychological and socioeconomic factors, in addition to paying special attention to the patient’s own personal preferences, needs and values. The CCC believes in a coordinated, multidisciplinary, integrated approach to care that involves, but is not limited to the patient, their family, physicians, and mid-level providers such as nurses, health coaches, dietitians, pharmacists, clinical educators and clergy as part of the care team.

LSU First, in partnership with BRG, seeks to improve your overall health through your voluntary participation in this program. Once enrolled, you should have overall improved health outcomes, receive the education required to maintain the positive outcomes and understand the resources available to assist you in your progression toward improved health. There are currently 64 plan participants enrolled in the CCC program.

To participate in the program, members must meet specific eligibility requirements, including having primary coverage through the LSU First health plan and continue to be actively enrolled in the care coordination program throughout the course of their participation in the CCC. Members who elect to participate will have access to the CCC at any time along with a reduced out of pocket responsibility for prescription drugs written as part of this program. Visits incurred under this program will be treated as First Choice (Tier 1), with applicable plan design parameters applied. A member’s length of enrollment in the program will be determined by BRG medical staff and LSU First care coordinators.

Conditions Eligible:

Anxiety	Diabetes	Myocardial Infarction
Asthma	High Blood Pressure	Obesity
Chronic Artery Disease	High Cholesterol	Peripheral Vascular Disease
Chronic Heart Failure	Ischemic Heart Failure	Renal Disease
COPD	Inflammatory Bowel	
Depression	Irritable Bowel Syndrome	

Services Include:

- In-depth intake session for new patients includes a full medical assessment, mental health screening, nutritional assessment and the development of an advanced care plan
- Medication management
- Education on your health condition
- Supportive relationship and direct communication with your doctor and care team via telephone, text message, email, telehealth (video visit) or in person
- In-house nurse navigators who help you find the necessary health care services and providers, and assist you in removing any barriers to getting the care you need
- Access to our network of specialists and partners
- Close coordination of care with your specialists (cardiologist, gastroenterologist, etc.)
- Weekly, bi-weekly, and/or monthly mental health counseling
- Monthly coaching sessions with a licensed nutritionist
- Drop in availability – no appointment needed for any acute health need

ATTACHMENT H – GEO ACCESS AND NETWORK ADEQUACY REQUIREMENTS

Network Geographic Access Standards

The Third-Party Administrator (TPA) shall provide access to a provider network that ensures reasonable and adequate geographic access to covered medical services for Plan Participants throughout the State of Louisiana and any other approved service areas.

At a minimum, the provider network must meet the following geographic access standards:

1. Primary Care Providers (PCPs)

At least ninety percent (90%) of Plan Participants shall have access to two (2) or more in-network Primary Care Providers.

Access must be available within:

- Fifteen (15) miles or thirty (30) minutes travel time in urban and suburban areas; and
- Thirty (30) miles or forty-five (45) minutes travel time in rural areas.

2. Acute Care Hospitals

At least ninety percent (90%) of Plan Participants shall have access to one (1) or more in-network acute care hospitals.

Access must be available within:

- Thirty (30) miles or forty-five (45) minutes travel time in urban and suburban areas; and
- Sixty (60) miles or seventy-five (75) minutes travel time in rural areas.

3. High-Volume Specialty Providers

(Including, but not limited to, OB/GYN, cardiology, orthopedics, and general surgery)

At least eighty-five percent (85%) of Plan Participants shall have access to one (1) or more in-network providers in each specialty.

Access must be available within:

- Thirty (30) miles or forty-five (45) minutes travel time in urban and suburban areas; and
- Sixty (60) miles or seventy-five (75) minutes travel time in rural areas.

EXHIBIT I: SUMMARY PLAN DOCUMENT

Information regarding LSU First self-funded plan, copy of its Summary Plan Document and Summary of Material Modifications (SMM) is provided at the following website: <https://www.lsu.edu/lsufirst/index.php>

EXHIBIT II: FLEXIBLE SPENDING SUMMARY PLAN DESCRIPTION

Information regarding the FSA is provided at the website below:

https://www.lsu.edu/hrm/files/fsa_plan_document.pdf

EXHIBIT III: LSU FIRST PRORATION GUIDE

Proration Guide						
	Employee Only		Employee + Spouse Employee + Child(ren)		Family	
Effective Date	HRA	Remaining Deductible	HRA	Remaining Deductible	HRA	Remaining Deductible
January 1st	\$500.00	\$500.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
February 1st	\$458.00	\$458.00	\$688.00	\$688.00	\$917.00	\$917.00
March 1st	\$417.00	\$417.00	\$625.00	\$625.00	\$833.00	\$833.00
April 1st	\$375.00	\$375.00	\$563.00	\$563.00	\$750.00	\$750.00
May 1st	\$333.00	\$333.33	\$500.00	\$500.00	\$667.00	\$667.00
June 1st	\$292.00	\$292.00	\$438.00	\$438.00	\$583.00	\$583.00
July 1st	\$250.00	\$250.00	\$375.00	\$375.00	\$500.00	\$500.00
August 1st	\$208.00	\$208.00	\$313.00	\$313.00	\$417.00	\$417.00
September 1st	\$167.00	\$167.00	\$250.00	\$250.00	\$333.00	\$333.00
October 1st	\$125.00	\$125.00	\$188.00	\$188.00	\$250.00	\$250.00
November 1st	\$83.00	\$83.00	\$125.00	\$125.00	\$167.00	\$167.00
December 1st	\$42.00	\$42.00	\$63.00	\$63.00	\$83.00	\$83.00

EXHIBIT IV: FINANCIAL PROPOSAL WORKSHEET-CLAIMS REPRICING

Exhibit IV: Financial Proposal Worksheet – Claims Repricing will be available to each Respondent in Excel format upon receipt of a signed BAA. Exhibit IV: Financial Proposal Worksheet – Claims Repricing must be completed in its entirety, and no lines shall be deleted.

Each claim line will be provided with seven (7) additional fields to be populated by the Respondent. Fields shall be populated as if the Respondent were actually paying the claim. Respondents shall not delete any lines in the spreadsheet provided.

LSU requires a multi-tier network approach in which employees are incentivized to use network providers with the best price and value to the Plan and Plan Participant. Respondents shall submit their claims repricing based on the multi-tier networks currently in place at time of submission they are offering for this contract.

The first field (column AH) is an indicator to identify if the provider is Tier 1 First Choice narrow network, Tier 2 Wrap local and/or National network, or out of network providers based on your contracted network.

The second field (column AI) is to indicate if Respondent is able or not able to reprice the claim. If Respondent is “Not Able to Reprice” the claim it should be coded as “N” and the Respondent must provide an explanation as to why the claim could not be repriced in Column AN. If Respondent is “Able to Reprice” Column AI should be coded as “Y” and the Respondent must identify the name of the network being used for repricing in Column AJ (for example, Open Access, Choice POS II, Aetna Wrap, etc.).

The fourth field (column AK) is to indicate the allowed amount determined using Respondent’s provider contractual arrangements. Your response should include no \$0.00 allowed amount at the total cost /claim level unless capitation applies. If capitation applies, indicate so in column AN: Explanation.

The fifth field (column AL) is to indicate Respondent’s network discount that will be applied to the claim.

The sixth field (column AM) is to indicate the total cost after the allowable and network discount is applied.

When submitting the repricing data with your proposal, all fields must be completed for each claim line. Your initial submission must be complete.

EXHIBIT V: FINANCIAL PROPOSAL WORKSHEET-ADMINISTRATIVE FEE

Exhibit V: Financial Proposal Worksheet – Administrative Fee will be available to each Respondent in Excel format upon receipt of a signed BAA. Exhibit V: Financial Proposal Worksheet – Administrative Fee must be completed in its entirety.

Representations made by the Respondent in the responses provided in Exhibit V: Financial Proposal Worksheet – Administrative Fee will become contractual obligations that must be met during the Contract term, unless lower costs are negotiated. The Administrative Fee proposed must be per employee per month and shall include the costs for all services listed in the Scope of Services listed in Section 3.2: Proposed Goods/Services. The Respondent must disclose to LSU all sources of revenue earned by administering the LSU Plan in Exhibit V: Financial Proposal Worksheet-Administrative Fee.

NOTE: The Administrative Fee for TPA Services and FSA Services shall be priced separately in Exhibit V: Financial Proposal Worksheet – Administrative Fee.

Prices quoted shall be firm.

Respondent shall list fees/cost for programs or services Respondent offers that are not required under the Scope of Work and thus not included in the administrative fees proposed. These costs will not be an initial evaluation factor, but should LSU decide to add these services, the costs/fees shall not exceed the costs/fees listed in Exhibit V: Financial Proposal Worksheet – Administrative Fee. The Administrative Fee shall not include benefit claim payments, stop-loss premiums, taxes, statutory assessments, or other third-party costs requested to be added by LSU.

EXHIBIT VI: CERTIFI BILLING FILE FORMAT

Exhibit VI will be available to each Respondent in Excel format upon receipt of a signed BAA.