



## JOINT LEGISLATIVE COMMITTEE ON THE BUDGET

STATE CAPITOL  
P.O. BOX 44294, CAPITOL STATION  
BATON ROUGE, LOUISIANA 70804  
(225) 342-7244

REPRESENTATIVE CAMERON HENRY  
CHAIRMAN

SENATOR ERIC LAFLEUR  
VICE-CHAIRMAN

April 12, 2019

Tuesday, April 16, 2019  
1:00 PM  
House Committee Room 5

### REVISED AGENDA (Added Agenda Item Number 2)

#### I. CALL TO ORDER

#### II. ROLL CALL

#### III. BUSINESS

1. Fiscal Status Statement and Five-Year Base-Line Budget
2. BA-7 Agenda (Added)
3. Facility Planning and Control - Capital Outlay Change Orders
4. Review and approval of a contract amendment to extend the duration of the contract between the State of Louisiana, Department of Environmental Quality, and Access Sciences Corp., in accordance with R.S. 39:1615(J)
5. Review of a contract amendment to extend the duration of the contract between the Louisiana Department of Health, Bureau of Health Services Financing and Public Consulting Group, Inc., in accordance with R.S. 39:1615(J)
6. Review of a contract amendment to extend the duration of the contract between the Louisiana Department of Health, Bureau of Health Services Financing and Health Management Systems. Inc., in accordance with R.S. 39:1615(J)
7. Review of the request to reprogram funding for Coastal Restoration and Management Projects, as required by Act 7 of the 2008 Extraordinary Session and Act 20 of the 2009 Regular Legislative Session

#### IV. CONSIDERATION OF ANY OTHER BUSINESS THAT MAY COME BEFORE THE COMMITTEE

#### V. ADJOURNMENT

*THIS NOTICE CONTAINS A TENTATIVE AGENDA AND MAY BE REVISED PRIOR TO THE MEETING.*

**Representative Cameron Henry, Chairman**

JOINT LEGISLATIVE COMMITTEE ON THE BUDGET  
GENERAL FUND FISCAL STATUS STATEMENT  
FISCAL YEAR 2018-2019  
(\$ in millions)

April 16, 2019

	MARCH 2019	APRIL 2019	APRIL 2019 Over/(Under) MARCH 2019
<b>GENERAL FUND REVENUE</b>			
Revenue Estimating Conference, April 10, 2019	\$9,443.800	\$9,553.900	\$110.100
Transfer of Funds - Act 10 of the 2018 Second Extraordinary Legislative Session	\$53.333	\$53.333	\$0.000
Use of Prior Year Undesignated Fund Balance (FY 16-17 Surplus)	\$62.952	\$62.952	\$0.000
FY17-18 Revenue Carried Forward into FY 18-19	\$63.665	\$63.665	\$0.000
<b>Total Available General Fund Revenue</b>	<b>\$9,623.750</b>	<b>\$9,733.850</b>	<b>\$110.100</b>
<b>APPROPRIATIONS AND REQUIREMENTS</b>			
<b>Non-Appropriated Constitutional Requirements</b>			
Debt Service	\$422.651	\$422.651	\$0.000
Interim Emergency Board	\$1.323	\$1.323	\$0.000
Revenue Sharing	\$90.000	\$90.000	\$0.000
<b>Total Non-Appropriated Constitutional Requirements</b>	<b>\$513.973</b>	<b>\$513.973</b>	<b>\$0.000</b>
<b>Appropriations</b>			
General (Act 2 of 2018 2nd ES and Act 2 of the 3rd ES)	\$8,830.423	\$8,830.423	\$0.000
Ancillary (Act 49 of 2018 RLS)	\$0.000	\$0.000	\$0.000
Judicial (Act 69 of 2018 RLS)	\$153.531	\$153.531	\$0.000
Legislative (Act 79 of 2018 RLS)	\$62.473	\$62.473	\$0.000
Capital Outlay (Act 29 of 2018 RLS)	\$63.350	\$63.350	\$0.000
<b>Total Appropriations</b>	<b>\$9,109.777</b>	<b>\$9,109.777</b>	<b>\$0.000</b>
<b>Total Appropriations and Requirements</b>	<b>\$9,623.750</b>	<b>\$9,623.750</b>	<b>\$0.000</b>
<b>General Fund Revenue Less Appropriations and Requirements</b>	<b>\$0.000</b>	<b>\$110.100</b>	<b>\$110.100</b>

## II. FY 2017-2018 Fiscal Status Summary:

In accordance with Act 1092 of the 2001 Regular Session and Act 107 of the 2002 First Extraordinary Session R.S. 39:75 A.(3)(a) "At the first meeting of the Joint Legislative Committee on the Budget after publication of the Comprehensive Annual Financial Report for the state of Louisiana, the commissioner of administration shall certify to the committee the actual expenditures paid by warrant or transfer and the actual monies received and any monies or balances carried forward for any fund at the close of the previous fiscal year which shall be reflected in the budget status report."

### FY18 GENERAL FUND DIRECT SURPLUS/DEFICIT - ESTIMATED (millions)

**FY17 Surplus/(Deficit)** **122.620**

#### FY18 General Fund - Direct Revenues:

Actual General Fund Revenues	9,902.827
General Fund - Direct Carryforwards from FY17 to FY18	19.157
Drivers License Fee Transfer to the Drivers License Escrow Account (P41)	6.519

**Total FY18 General Fund - Direct Revenues** **9,928.504**

#### FY18 General Fund - Direct Appropriations & Requirements:

Draws of General Fund - Direct Appropriations [including \$12.262m FY17 Surplus]	(8,967.729)
General Obligation Debt Service	(417.730)
Transfers to Revenue Sharing Fund (Z06) - Constitution 7:26	(90.000)
Transfers Out to Various Funds - 20-XXX, Act 1 (2017 2ES), Act 59 (2018 RLS), Act 8 (2018 2ES)	(53.908)
Transfer Out to the Voting Technology Fund (SS2) - Department of State, Act 8 (2018 2ES)	(1.500)
Capital Outlay Project Closeout (075, 057, 055, 051)	(1.424)
Transfer Out to the Budget Stabilization (Z08) - Act 642 (2018 RLS) [FY17 Surplus]	(30.655)
Other Transfers Out [\$342,918.52 (from 000) + \$5,334,387.50 (from B15)]	(5.677)
Capital Outlay Act 29 (2018 RLS) Appropriated in FY18 [FY17 Surplus]	(16.677)
Transfer Out to the New Opportunities Waiver Fund (H30) - R.S. 39:100.61	(19.944)
<b>Total FY18 General Fund - Direct Appropriations &amp; Requirements</b>	<b>(9,605.244)</b>

**General Fund Direct Cash Balance** **445.880**

#### Obligations Against the General Fund Direct Cash Balance

Unappropriated Use of FY17 Surplus	(0.074)
Capital Outlay Act 29 (2018 RLS) Appropriated in FY19 [FY17 Surplus]	(22.486)
Capital Outlay - DOTD Highway Improvements Appropriated in FY19 [FY17 Surplus]	(40.466)
Pending Transfers - Coastal Protection and Restoration Fund (Z12)	(11.136)
General Fund - Direct Carryforwards to FY19	(63.665)
<b>Total Obligated General Fund Direct</b>	<b>(137.827)</b>

**General Fund Direct Surplus/(Deficit)** **308.053**

**Certification in accordance with R.S. 39:75A(3)(a)** **\$308,053,201**

## III. Current Year Items Requiring Action

GOHSEP - Repay FEMA for multiple disasters	\$25.00
TOPS and Higher Education - funding for accreditation issues, LSUHSCNO lease/occupancy agreement with Cancer Research Center, and Online Educational Resources including e-Textbooks	\$19.00
Department of Corrections - personal services and acquisitions & major repairs	\$16.29
DOA - Finalize implementation of LaGov financial system	\$15.14
Public Service Commission and Environmental Quality - Partial repayment plan	\$3.00
Office of Juvenile Justice - Raise the Age Initiative	\$2.10

**Total Items Requiring Action** **\$80.53**

#### **IV. Horizon Issues Not Contained in 5-Year Plan**

State share owed to FEMA upon the final closeout of various disasters, including Hurricane Katrina, for public assistance (state, local, and private non-profits) and hazard mitigation projects. Final closeouts of the various disasters are not expected until FY20 at the earliest but could extend beyond the 5-year baseline projection window.

In 2008, the State of Louisiana through the Coastal Protection and Restoration Authority Board entered into a Project Partnership Agreement with the United States Army Corps of Engineers to construct a Hurricane and Storm Damage Risk Reduction System (HSDRRS) around the greater New Orleans area. The HSDRRS project is a cost share agreement whereby the State is required to pay a percentage (about 35%) of the total costs of the project. Payback will occur over a 30 year period with the first payment due once the HSDRRS project is completed, which is expected to be in Fiscal Year 2021.



# FIVE YEAR BASE LINE PROJECTION STATE GENERAL FUND SUMMARY CONTINUATION

	Current Fiscal Year 2018-2019	Projected Fiscal Year 2019-2020	Projected Fiscal Year 2020-2021	Projected Fiscal Year 2021-2022	Projected Fiscal Year 2022-2023
<b>REVENUES:</b>					
Taxes, Licenses & Fees	\$12,134,900,000	\$12,354,400,000	\$12,576,200,000	\$12,882,900,000	\$13,165,400,000
Less Dedications	(\$2,581,100,000)	(\$2,629,600,000)	(\$2,532,200,000)	(\$2,578,000,000)	(\$2,615,800,000)
Act 10 of the 2018 Second Extraordinary Session - Transfer of Funds	\$53,333,333	\$0	\$0	\$0	\$0
<b>TOTAL REC REVENUES (OFFICIAL FORECAST)</b>	<b>\$9,607,233,333</b>	<b>\$9,724,800,000</b>	<b>\$10,044,100,000</b>	<b>\$10,304,900,000</b>	<b>\$10,549,700,000</b>
<b>ANNUAL REC GROWTH RATE</b>		<b>1.22%</b>	<b>3.28%</b>	<b>2.60%</b>	<b>2.38%</b>
<b>Other Revenues:</b>					
Carry Forward Balances	\$63,664,831	\$0	\$0	\$0	\$0
Utilization of Prior Year Surplus	\$62,951,760	\$0	\$0	\$0	\$0
<b>Total Other Revenue</b>	<b>\$126,616,591</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL REVENUES</b>	<b>\$9,733,849,924</b>	<b>\$9,724,800,000</b>	<b>\$10,044,100,000</b>	<b>\$10,304,900,000</b>	<b>\$10,549,700,000</b>
<b>EXPENDITURES:</b>					
General Appropriation Bill (Act 2 of 2018 2nd ES and Act 2 of 2018 3rd ES)	\$8,766,758,058	\$9,198,725,957	\$9,518,794,110	\$9,736,146,777	\$9,972,763,689
Ancillary Appropriation Bill (Act 49 of 2018 RS)	\$0	\$11,580,114	\$41,158,073	\$57,920,117	\$75,463,044
Non-Appropriated Requirements	\$513,973,375	\$541,811,413	\$532,415,092	\$518,934,704	\$503,876,678
Judicial Appropriation Bill (Act 69 of 2018 RS)	\$153,530,944	\$153,530,944	\$153,494,541	\$153,494,541	\$153,494,541
Legislative Appropriation Bill (Act 79 of 2018 RS)	\$62,472,956	\$62,472,956	\$62,481,299	\$62,480,806	\$62,480,365
Special Acts	\$0	\$0	\$6,070,000	\$6,070,000	\$6,070,000
Capital Outlay Bill (Act 29 of 2018 RS)	\$398,000	\$0	\$0	\$0	\$0
<b>TOTAL ADJUSTED EXPENDITURES (less carryforwards and surplus)</b>	<b>\$9,497,133,333</b>	<b>\$9,968,121,384</b>	<b>\$10,314,413,115</b>	<b>\$10,535,046,945</b>	<b>\$10,774,148,317</b>
<b>ANNUAL ADJUSTED GROWTH RATE</b>		<b>4.96%</b>	<b>3.47%</b>	<b>2.14%</b>	<b>2.27%</b>
<b>Other Expenditures:</b>					
Carryforward BA-7s Expenditures	\$63,664,831	\$0	\$0	\$0	\$0
Prior Year Surplus Expenditures in Capital Outlay Bill	\$62,951,760	\$0	\$0	\$0	\$0
Mid-Year Adjustments after 12/1/2018	\$0	\$0	\$0	\$0	\$0
<b>Total Other Expenditures</b>	<b>\$126,616,591</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL EXPENDITURES</b>	<b>\$9,623,749,924</b>	<b>\$9,968,121,384</b>	<b>\$10,314,413,115</b>	<b>\$10,535,046,945</b>	<b>\$10,774,148,317</b>
<b>PROJECTED BALANCE</b>	<b>\$110,100,000</b>	<b>(\$243,321,384)</b>	<b>(\$270,313,115)</b>	<b>(\$230,146,945)</b>	<b>(\$224,448,317)</b>

Oil Prices included in the REC forecast adopted on 4/10/2019.

\$58.96

\$59.15

\$60.00

\$61.71

\$62.17

A.	Fiscal Status Statement		_____
B.	5-Year Base Line Projection		_____
C.	Regular BA-7s		
1	EXEC	Executive Department (01-116) Louisiana Public Defender Board	_____
2	VETS	Department of Veterans Affairs (03-130) Department of Veterans Affairs	_____
<del>3</del>	<del>PSAF</del>	<del>Department of Public Safety and Corrections (08B-419) Office of State Police</del>	<del>_____</del>
<del>4</del>	<del>LDH</del>	<del>Louisiana Department of Health (09-306) Medical Vendor Payments</del>	<del>_____</del>
<del>5</del>	<del>OREQ</del>	<del>Other Requirements (20-945) State Aid to Local Government Entities</del>	<del>_____</del>



John D. Carpenter  
Legislative Fiscal Officer

**STATE OF LOUISIANA**  
LEGISLATIVE FISCAL OFFICE  
**BATON ROUGE**

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To: The Honorable Cameron Henry, Chairman  
Joint Legislative Committee on the Budget  
The Honorable Members of the Joint Legislative Committee on the Budget

From: John D. Carpenter, Legislative Fiscal Officer  
Evan Brasseaux, LFO Staff Director

Date: April 12, 2019

Subject: LFO BA-7 Write-Ups  
Meeting April 16, 2019

Attached are the Legislative Fiscal Office BA-7 (Budget Adjustment) write-ups for the April meeting of the Joint Legislative Committee on the Budget.

The LFO recommends approval of BA-7s 1 and 2.

Please contact me if you have questions or need additional information.

**LEGISLATIVE FISCAL OFFICE  
ANALYSIS OF BA-7 REQUEST**

**DEPARTMENT:** Executive

**AGENDA NO.:** 1

**AGENCY:** LA Public Defender Board

**ANALYST:** Willis Brewer

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	LA Public Defender Board	\$41,061	0
Interagency Transfers:	\$0			
Self-Generated Revenue:	\$0			
Statutory Dedications:	\$41,061			
Federal Funds:	\$0			
<b>Total</b>	<b><u>\$41,061</u></b>	<b>Total</b>	<b><u>\$41,061</u></b>	<b><u>0</u></b>

**I. SUMMARY/COMMENTS**

The purpose of this BA-7 request is to increase the statutorily dedicated DNA Testing Post-Conviction Relief for Indigents Fund in the LA Public Defender Board (LPDB) Program for court-ordered DNA testing for individuals declared indigent and convicted of a felony. Revenues in this fund are derived from a transfer from the 20-XXX Funds (SGF equivalent), and any unexpended deposits remain in the fund. The fund received a \$28,500 appropriation for FY 19 and carried over an unexpended balance of \$41,061 from prior fiscal years. The Code of Criminal Procedure (CCRP 926.1) restricts expenditures from this fund to court-ordered DNA testing and further provides that no other public funds may be expended for this purpose. As of this writing, the fund has remaining budget authority of \$4,275 from which to pay court-ordered DNA testing, after which LPDB will be unable to make any further payments. LPDB indicates current outstanding requests total \$37,010. The proposed BA-7 request would appropriate the fund balance carried over from prior fiscal years and allow LPDB to continue to pay for additional court-ordered DNA testing.

**II. IMPACT ON FUTURE FISCAL YEARS**

Approval of this BA-7 request will have no impact on future fiscal years.

**III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION**

The Legislative Fiscal Office recommends approval of this BA-7 request.

**LEGISLATIVE FISCAL OFFICE  
ANALYSIS OF BA-7 REQUEST**

**DEPARTMENT:** Veterans Affairs

**AGENDA NO.:** 2

**AGENCY:** Department of Veterans Affairs

**ANALYST:** Ryan Guidry

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Administrative	\$60,000	0
Interagency Transfers:	\$0	Claims	\$0	0
Self-Generated Revenue:	\$0	Contact Assistance	\$0	0
Statutory Dedications:	\$60,000	State Approval Agency	\$0	0
Federal Funds:	\$0	State Veterans Cemetery	\$0	0
<b>Total</b>	<b><u>\$60,000</u></b>	<b>Total</b>	<b><u>\$60,000</u></b>	<b><u>0</u></b>

**I. SUMMARY/COMMENTS**

The purpose of this BA-7 request is to increase budget authority from the statutorily dedicated LA Military Family Assistance (MFA) Fund in the Administrative Program for travel expenses for LA National Guard soldiers scheduled for deployment. The LA Military Family Assistance Board has approved the payment of travel expenses of soldiers for two (2) Louisiana National Guard units set to deploy in 2019. The first unit, consisting of 199 soldiers, deployed in February 2019, and the second unit, consisting of 163 soldiers, will deploy in April 2019.

The MFA fund is primarily used to pay need-based claims for family members of activated or honorably discharged military personnel and to pay transportation and other related costs of activated military personnel as authorized by the LA Military Family Assistance Board. To date, the Louisiana Department of Veterans Affairs (LDVA) has expended \$95,924 of the \$115,528 FY 19 appropriation. LDVA indicates the current unexpended appropriation of \$19,604 is required to address need-based claims that may come before the MFA board throughout the remainder of FY 19 and cannot be utilized for the payment of travel expenses of soldiers scheduled for these two deployments. This BA-7 request would allow the LDVA to utilize a portion of the prior year fund balance to make payments to these soldiers. A summary of the MFA fund revenues along with a projected fund balance is provided below. For informational purposes, revenues in the MFA fund are largely derived from donations, gifts, and grants.

\$ 441,402	Prior Year Fund Balance
<u>\$ 31,958</u>	FY 19 year-to-date Collections
\$ 473,360	Total FY 19 Revenue
(\$115,528)	Less: FY 19 Appropriation
<u>(\$ 60,000)</u>	Less: This BA-7 Request
\$ 297,832	Projected Year-End Balance

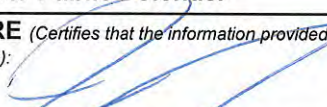
**II. IMPACT ON FUTURE FISCAL YEARS**

Approval of this BA-7 request will have no impact on future fiscal years.

**III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION**

The Legislative Fiscal Office recommends approval of this BA-7 request.

**STATE OF LOUISIANA**  
**DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET**  
**REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

<b>DEPARTMENT: Executive</b>		<b>FOR OPB USE ONLY</b>				
<b>AGENCY: Louisiana Public Defender Board</b>		OPB LOG NUMBER <b>135</b>		AGENDA NUMBER <b>1</b>		
<b>SCHEDULE NUMBER: 01-116</b>		Approval and Authority:				
<b>SUBMISSION DATE: November 15, 2018</b>						
<b>AGENCY BA-7 NUMBER: 2</b>						
<b>HEAD OF BUDGET UNIT: James T. Dixon</b>						
<b>TITLE: State Public Defender</b>						
<b>SIGNATURE</b> <i>(Certifies that the information provided is correct and true to the best of your knowledge):</i> 						
<b>MEANS OF FINANCING</b>	<b>CURRENT FY 2018-2019</b>	<b>ADJUSTMENT (+) or (-)</b>	<b>REVISED FY 2018-2019</b>			
<b>GENERAL FUND BY:</b>						
DIRECT	\$0	\$0	\$0			
INTERAGENCY TRANSFERS	\$50,000	\$0	\$50,000			
FEES & SELF-GENERATED	\$0	\$0	\$0			
STATUTORY DEDICATIONS	\$36,076,974	\$41,061	\$36,118,035			
DNA Testing Post-Conviction Relief for Indigents Fund (CR5)	\$28,500	\$41,061	\$69,561			
Indigent Parent Representation Program Fund (S08)	\$979,680	\$0	\$979,680			
Subtotal of Dedications from Page 2	\$35,068,794	\$0	\$35,068,794			
FEDERAL	\$0	\$0	\$0			
<b>TOTAL</b>	<b>\$36,126,974</b>	<b>\$41,061</b>	<b>\$36,168,035</b>			
AUTHORIZED POSITIONS	16	0	16			
AUTHORIZED OTHER CHARGES	0	0	0			
NON-TO FTE POSITIONS	2	0	2			
<b>TOTAL POSITIONS</b>	<b>18</b>	<b>0</b>	<b>18</b>			
<b>PROGRAM EXPENDITURES</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>
<b>PROGRAM NAME:</b>						
Louisiana Public Defender Board	\$36,126,974	0	\$41,061	0	\$36,168,035	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
<b>TOTAL</b>	<b>\$36,126,974</b>	<b>0</b>	<b>\$41,061</b>	<b>0</b>	<b>\$36,168,035</b>	<b>0</b>

OFFICE OF THE GOVERNOR  
 DIVISION OF ADMINISTRATION  
 OFFICE OF PLANNING & BUDGET  
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STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

<b>DEPARTMENT:</b> Executive	<b>FOR OPB USE ONLY</b>	
<b>AGENCY:</b> Louisiana Public Defender Board	<b>OPB LOG NUMBER</b>	<b>AGENDA NUMBER</b>
<b>SCHEDULE NUMBER:</b> 01-116		
<b>SUBMISSION DATE:</b> November 15, 2018	<b>ADDENDUM TO PAGE 1</b>	
<b>AGENCY BA-7 NUMBER:</b> 2		

Use this section for additional Statutory Dedications, if needed.

The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2018-2019	ADJUSTMENT (+) or (-)	REVISED FY 2018-2019
GENERAL FUND BY:			
STATUTORY DEDICATIONS			
Louisiana Public Defender Fund (V31)	\$35,068,794	\$0	\$35,068,794
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$35,068,794</b>	<b>\$0</b>	<b>\$35,068,794</b>

Use this section for additional Program Names, if needed.

The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>

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**STATE OF LOUISIANA**  
**DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET**  
**REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

Policy and Procedure Memorandum No. 52, Revised, requires that all Requests for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. **FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.**

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?  
These are General Fund -Stat Ded. The funds are to be used only for the DNA Testing Post-Conviction Relief for individuals declared indigent and convicted of a felony per court orders.

2. Enter the financial impact of the requested adjustment for the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023
GENERAL FUND BY:					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$41,061	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$41,061</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

3. If this action requires additional personnel, provide a detailed explanation below:  
This BA-7 does not require additional personnel.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.

All funds for the DNA Post Conviction Relief Fund have been exhausted. Additional court ordered test are pending. The DNA Fund has a stipulation that says no other funds can be used to pay for DNA Testing Post-Conviction Relief cases except what was allocated to the fund. Judges will continue to order tests and we will have to refuse payment due to insufficient funds. What that means is that LPDB will be in violation of a court order.

5. Is this an after the fact BA-7, e.g.; have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.  
This is not an after the fact BA-7.



**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

**PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT**

1. Identify and explain the programmatic impacts (positive or negative) that will result from the approval of this BA-7.

The approval of this BA-7 will allow LPDB to continue to fund the cost of the DNA testing of individuals convicted of a felony per court orders.

2. Complete the following information for each objective and related performance indicators that will be affected by this request. *(Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)*

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2018-2019	ADJUSTMENT (+) OR (-)	REVISED FY 2018-2019

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).

N/A There are no requested changes to performance indicators.

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. *(For example: Are there any anticipated direct or indirect effects on program management or service recipients? Will this BA-7 have a positive or negative impact on some other program or agency?)*

There is no performance impacts from this BA-7.

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.

The performance indicators are not affected by this BA-7 due to DNA Testing not being apart of the indicators being measured.

5. Describe the performance impacts of failure to approve this BA-7. (Be specific. Relate performance impacts to objectives and performance indicators.)

No impact on performance but the agency will be in violation of court orders.

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 1 NAME: Louisiana Public Defender Board

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT							
PROGRAM 1 NAME: <u>Louisiana Public Defender Board</u>							
MEANS OF FINANCING:	CURRENT	REQUESTED	REVISED	ADJUSTMENT OUTYEAR PROJECTIONS			
	FY 2018-2019	ADJUSTMENT	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023
<b>GENERAL FUND BY:</b>							
Direct	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0
Fees & Self-Generated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Statutory Dedications *	\$36,076,974	\$41,061	\$36,118,035	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$36,126,974</b>	<b>\$41,061</b>	<b>\$36,168,035</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>							
Salaries	\$1,384,584	\$0	\$1,384,584	\$0	\$0	\$0	\$0
Other Compensation	\$151,779	\$0	\$151,779	\$0	\$0	\$0	\$0
Related Benefits	\$749,109	\$0	\$749,109	\$0	\$0	\$0	\$0
Travel	\$53,000	\$0	\$53,000	\$0	\$0	\$0	\$0
Operating Services	\$218,003	\$0	\$218,003	\$0	\$0	\$0	\$0
Supplies	\$19,911	\$0	\$19,911	\$0	\$0	\$0	\$0
Professional Services	\$553,236	\$0	\$553,236	\$0	\$0	\$0	\$0
Other Charges	\$32,801,239	\$41,061	\$32,842,300	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$188,713	\$0	\$188,713	\$0	\$0	\$0	\$0
Acquisitions	\$7,400	\$0	\$7,400	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$36,126,974</b>	<b>\$41,061</b>	<b>\$36,168,035</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>							
Classified	8	0	8	0	0	0	0
Unclassified	8	0	8	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>16</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
OTHER CHARGES POSITIONS	0	0	0	0	0	0	0
NON-TO FTE POSITIONS	2	0	2	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>18</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>* Statutory Dedications:</b>							
Louisiana Public Defender Fund (V31)	\$35,068,794	\$0	\$35,068,794	\$0	\$0	\$0	\$0
Indigent Parent Representation Program Fund (S08)	\$979,680	\$0	\$979,680	\$0	\$0	\$0	\$0
DNA Testing Post-Conviction Relief for Indigents Fund (CR5)	\$28,500	\$41,061	\$69,561	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 1 NAME: Louisiana Public Defender Board

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$41,061	\$0	\$41,061

EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$41,061	\$0	\$41,061
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$41,061</b>	<b>\$0</b>	<b>\$41,061</b>

OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
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POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
OTHER CHARGES POSITIONS	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



## **QUESTIONNAIRE ANALYSIS**

(Please reference question numbers, provide detailed information and use continuation sheets as needed.)

### **GENERAL PURPOSE**

This BA-7 is to replenish the DNA Post Conviction Fund. The fund pays for court ordered DNA test. The fund currently, has \$5,910 with a pending court order that is estimated to cost \$6,048. LPDB has no control over the ordering or requesting of these tests, the agency simply administers the fund.

### **REVENUES**

Statutory dedicated – DNA Post-Conviction Fund

### **EXPENDITURES**


The agency requested the full fund balance to cover court ordered DNA test that may arise. LPDB currently have an outstanding estimated cost of \$6,048 with only \$5,910 remaining in the fund for the current fiscal year.

### **OTHER**

James T. Dixon, Jr. - State Public Defender – 225-219-9305 [jdixon@lpdb.la.gov](mailto:jdixon@lpdb.la.gov)

Natashia M. Carter – Budget Administrator – 225-219-9305 [ncarter@lpdb.la.gov](mailto:ncarter@lpdb.la.gov)

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

<b>DEPARTMENT:</b> Department of Veterans Affairs		<b>FOR OPB USE ONLY</b>				
<b>AGENCY:</b> Department of Veterans Affairs		OPB LOG NUMBER <b>151</b>		AGENDA NUMBER <b>2</b>		
<b>SCHEDULE NUMBER:</b> 03-130		Approval and Authority:				
<b>SUBMISSION DATE:</b> 12-17-18						
<b>AGENCY BA-7 NUMBER:</b> 7						
<b>HEAD OF BUDGET UNIT:</b> Homer F. Rodgers						
<b>TITLE:</b> Undersecretary						
<b>SIGNATURE</b> (Certifies that the information provided is correct and true to the best of your knowledge): 						
<b>MEANS OF FINANCING</b>	<b>CURRENT FY 2018-2019</b>	<b>ADJUSTMENT (+) or (-)</b>		<b>REVISED FY 2018-2019</b>		
<b>GENERAL FUND BY:</b>						
DIRECT	\$5,592,418	\$0		\$5,592,418		
INTERAGENCY TRANSFERS	\$1,819,809	\$0		\$1,819,809		
FEES & SELF-GENERATED	\$1,290,490	\$0		\$1,290,490		
STATUTORY DEDICATIONS	\$115,528	\$60,000		\$175,528		
Louisiana Military Family Assistance Fund (S07)	\$115,528	\$60,000		\$175,528		
[Select Statutory Dedication]	\$0	\$0		\$0		
Subtotal of Dedications from Page 2	\$0	\$0		\$0		
FEDERAL	\$956,759	\$0		\$956,759		
<b>TOTAL</b>	<b>\$9,775,004</b>	<b>\$60,000</b>		<b>\$9,835,004</b>		
AUTHORIZED POSITIONS	108	0		108		
AUTHORIZED OTHER CHARGES	0	0		0		
NON-TO FTE POSITIONS	0	0		0		
<b>TOTAL POSITIONS</b>	<b>108</b>	<b>0</b>		<b>108</b>		
<b>PROGRAM EXPENDITURES</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>
<b>PROGRAM NAME:</b>						
Administrative Program	\$3,064,383	15	\$60,000	0	\$3,124,383	15
Claims Division	\$518,860	7	\$0	0	\$518,860	7
Contact Assistance Program	\$3,622,830	59	\$0	0	\$3,622,830	59
State Approval Agency	\$343,575	3	\$0	0	\$343,575	3
Cemetery Program	\$2,225,356	24	\$0	0	\$2,225,356	24
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
<b>TOTAL</b>	<b>\$9,775,004</b>	<b>108</b>	<b>\$60,000</b>	<b>0</b>	<b>\$9,835,004</b>	<b>108</b>

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**STATE OF LOUISIANA**  
**DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET**  
**REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

<b>DEPARTMENT:</b> Department of Veterans Affairs	<b>FOR OPB USE ONLY</b>	
<b>AGENCY:</b> Department of Veterans Affairs	<b>OPB LOG NUMBER</b>	<b>AGENDA NUMBER</b>
<b>SCHEDULE NUMBER:</b> 03-130		
<b>SUBMISSION DATE:</b> 12-17-18	<b>ADDENDUM TO PAGE 1</b>	
<b>AGENCY BA-7 NUMBER:</b> 7		

Use this section for additional Statutory Dedications, if needed.  
The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2018-2019	ADJUSTMENT (+) or (-)	REVISED FY 2018-2019
<b>GENERAL FUND BY:</b>			
<b>STATUTORY DEDICATIONS</b>			
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



Use this section for additional Program Names, if needed.  
The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
<b>PROGRAM NAME:</b>						
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>

**STATE OF LOUISIANA**  
**DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET**  
**REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

Policy and Procedure Memorandum No. 52, Revised, requires that all Requests for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. **FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.**

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?

The source of funding is Statutory Dedications. The Military Family Assistance fund was established during the Regular Session, 2005, Act No. 151. The Louisiana Military Family Assistance Board has approved the expenses for two deployment returns of these service men in February and April of 2019.

2. Enter the financial impact of the requested adjustment for the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023
<b>GENERAL FUND BY:</b>					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$60,000	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$60,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

3. If this action requires additional personnel, provide a detailed explanation below:  
This action does not require additional personnel.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.

The agency is requesting to utilize Statutory Dedications to cover the expenses for a deployment that the National Guard has planned. This deployment will take place prior to the close of the current fiscal year in February and April of 2019.

5. Is this an after the fact BA-7, e.g.; have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.

This is not an after the fact BA-7.



STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT**

1. Identify and explain the programmatic impacts (positive or negative) that will result from the approval of this BA-7.

The deployment of these soldiers will not have a negative impact on performance.

2. Complete the following information for each objective and related performance indicators that will be affected by this request. *(Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)*

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2018-2019	ADJUSTMENT (+) OR (-)	REVISED FY 2018-2019

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. *(For example: Are there any anticipated direct or indirect effects on program management or service recipients? Will this BA-7 have a positive or negative impact on some other program or agency?)*

This BA-7 will not have a negative impact on another program.



STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT**

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.

There are no performance impacts associated with this request.

5. Describe the performance impacts of failure to approve this BA-7. (Be specific. Relate performance impacts to objectives and performance indicators.)

The Department of Veterans Affairs veterans would not fulfill its objectives in providing needed support to veterans who may not be able to be with their families before their continued military service.

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 1 NAME: Administrative Program

MEANS OF FINANCING:	CURRENT FY 2018-2019	REQUESTED ADJUSTMENT	REVISED FY 2018-2019	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023
<b>GENERAL FUND BY:</b>							
Direct	\$2,537,016	\$0	\$2,537,016	\$0	\$0	\$0	\$0
Interagency Transfers	\$376,115	\$0	\$376,115	\$0	\$0	\$0	\$0
Fees & Self-Generated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Statutory Dedications *	\$115,528	\$60,000	\$175,528	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$35,724	\$0	\$35,724	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$3,064,383</b>	<b>\$60,000</b>	<b>\$3,124,383</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>							
Salaries	\$1,113,510	\$0	\$1,113,510	\$0	\$0	\$0	\$0
Other Compensation	\$8,500	\$0	\$8,500	\$0	\$0	\$0	\$0
Related Benefits	\$686,416	\$0	\$686,416	\$0	\$0	\$0	\$0
Travel	\$23,016	\$0	\$23,016	\$0	\$0	\$0	\$0
Operating Services	\$47,061	\$0	\$47,061	\$0	\$0	\$0	\$0
Supplies	\$17,700	\$0	\$17,700	\$0	\$0	\$0	\$0
Professional Services	\$12,067	\$0	\$12,067	\$0	\$0	\$0	\$0
Other Charges	\$468,131	\$60,000	\$528,131	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$673,674	\$0	\$673,674	\$0	\$0	\$0	\$0
Acquisitions	\$14,308	\$0	\$14,308	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$3,064,383</b>	<b>\$60,000</b>	<b>\$3,124,383</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>							
Classified	15	0	15	0	0	0	0
Unclassified	0	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>15</b>	<b>0</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OTHER CHARGES POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>NON-TO FTE POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL POSITIONS</b>	<b>15</b>	<b>0</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>* Statutory Dedications:</b>							
Louisiana Military Family Assistance Fund (S07)	\$115,528	\$60,000	\$175,528	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0



STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 1 NAME: Administrative Program

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$60,000	\$0	\$60,000

EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$60,000	\$0	\$60,000
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,000</b>	<b>\$0</b>	<b>\$60,000</b>

OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
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POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
OTHER CHARGES POSITIONS	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 2 NAME: Claims Division

MEANS OF FINANCING:	CURRENT FY 2018-2019	REQUESTED ADJUSTMENT	REVISED FY 2018-2019	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023
<b>GENERAL FUND BY:</b>							
Direct	\$518,860	\$0	\$518,860	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Statutory Dedications *	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$518,860</b>	<b>\$0</b>	<b>\$518,860</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>							
Salaries	\$326,742	\$0	\$326,742	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$167,839	\$0	\$167,839	\$0	\$0	\$0	\$0
Travel	\$4,915	\$0	\$4,915	\$0	\$0	\$0	\$0
Operating Services	\$9,771	\$0	\$9,771	\$0	\$0	\$0	\$0
Supplies	\$4,773	\$0	\$4,773	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$1,220	\$0	\$1,220	\$0	\$0	\$0	\$0
Acquisitions	\$3,600	\$0	\$3,600	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$518,860</b>	<b>\$0</b>	<b>\$518,860</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>							
Classified	7	0	7	0	0	0	0
Unclassified	0	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>7</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
OTHER CHARGES POSITIONS	0	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>7</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>* Statutory Dedications:</b>							
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 2 NAME: Claims Division

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0

EXPENDITURES:						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
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POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
OTHER CHARGES POSIT	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 3 NAME: Contact Assistance

MEANS OF FINANCING:	CURRENT FY 2018-2019	REQUESTED ADJUSTMENT	REVISED FY 2018-2019	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023
<b>GENERAL FUND BY:</b>							
Direct	\$1,399,071	\$0	\$1,399,071	\$0	\$0	\$0	\$0
Interagency Transfers	\$933,269	\$0	\$933,269	\$0	\$0	\$0	\$0
Fees & Self-Generated	\$1,290,490	\$0	\$1,290,490	<del>\$40,000</del>	\$40,000	\$0	\$0
Statutory Dedications *	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$3,622,830</b>	<b>\$0</b>	<b>\$3,622,830</b>	<del>\$40,000</del>	\$40,000	\$0	\$0
<b>EXPENDITURES:</b>							
Salaries	\$2,321,816	\$0	\$2,321,816	\$0	\$0	\$0	\$0
Other Compensation	\$8,580	\$0	\$8,580	\$0	\$0	\$0	\$0
Related Benefits	\$981,995	\$0	\$981,995	\$0	\$0	\$0	\$0
Travel	\$76,879	\$0	\$76,879	\$0	\$0	\$0	\$0
Operating Services	\$72,297	\$0	\$72,297	\$0	\$0	\$0	\$0
Supplies	\$47,191	\$0	\$47,191	\$0	\$0	\$0	\$0
Professional Services	\$40,000	\$0	\$40,000	<del>\$40,000</del>	\$40,000	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$53,547	\$0	\$53,547	\$0	\$0	\$0	\$0
Acquisitions	\$20,525	\$0	\$20,525	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$3,622,830</b>	<b>\$0</b>	<b>\$3,622,830</b>	<del>\$40,000</del>	\$40,000	\$0	\$0
<b>POSITIONS</b>							
Classified	59	0	59	0	0	0	0
Unclassified	0	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>59</b>	<b>0</b>	<b>59</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
OTHER CHARGES POSITIONS	0	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>59</b>	<b>0</b>	<b>59</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>* Statutory Dedications:</b>							
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0



STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT						
PROGRAM 3 NAME: <u>Contact Assistance</u>						
<b>MEANS OF FINANCING:</b>	<b>State General Fund</b>	<b>Interagency Transfers</b>	<b>Fees &amp; Self-Generated Revenues</b>	<b>Statutory Dedications</b>	<b>Federal Funds</b>	<b>TOTAL</b>
<b>AMOUNT</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OVER / (UNDER)</b>						
	\$0	\$0	\$0	\$0	\$0	\$0
<b>POSITIONS</b>						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
OTHER CHARGES POSIT	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 4 NAME: SAA

MEANS OF FINANCING:	CURRENT FY 2018-2019	REQUESTED ADJUSTMENT	REVISED FY 2018-2019	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023
<b>GENERAL FUND BY:</b>							
Direct	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Statutory Dedications *	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>FEDERAL FUNDS</b>	\$343,575	\$0	\$343,575	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	\$343,575	\$0	\$343,575	\$0	\$0	\$0	\$0
<b>EXPENDITURES:</b>							
Salaries	\$198,483	\$0	\$198,483	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$97,873	\$0	\$97,873	\$0	\$0	\$0	\$0
Travel	\$17,000	\$0	\$17,000	\$0	\$0	\$0	\$0
Operating Services	\$3,322	\$0	\$3,322	\$0	\$0	\$0	\$0
Supplies	\$3,848	\$0	\$3,848	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$19,944	\$0	\$19,944	\$0	\$0	\$0	\$0
Acquisitions	\$3,105	\$0	\$3,105	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>UNALLOTTED</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$343,575	\$0	\$343,575	\$0	\$0	\$0	\$0
<b>POSITIONS</b>							
Classified	3	0	3	0	0	0	0
Unclassified	0	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	3	0	3	0	0	0	0
<b>OTHER CHARGES POSITIONS</b>	0	0	0	0	0	0	0
<b>NON-TO FTE POSITIONS</b>	0	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	3	0	3	0	0	0	0
<b>* Statutory Dedications:</b>							
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT						
PROGRAM 4 NAME: <u>SAA</u>						
<b>MEANS OF FINANCING:</b>	<b>State General Fund</b>	<b>Interagency Transfers</b>	<b>Fees &amp; Self-Generated Revenues</b>	<b>Statutory Dedications</b>	<b>Federal Funds</b>	<b>TOTAL</b>
<b>AMOUNT</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>OVER / (UNDER)</b>						
	\$0	\$0	\$0	\$0	\$0	\$0
<b>POSITIONS</b>						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	0	0	0	0	0	0
OTHER CHARGES POSIT	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	0	0	0	0	0	0

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STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 5 NAME: Cemetery Program

MEANS OF FINANCING:	CURRENT FY 2018-2019	REQUESTED ADJUSTMENT	REVISED FY 2018-2019	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023
<b>GENERAL FUND BY:</b>							
Direct	\$1,137,471	\$0	\$1,137,471	\$0	\$0	\$0	\$0
Interagency Transfers	\$510,425	\$0	\$510,425	\$0	\$0	\$0	\$0
Fees & Self-Generated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Statutory Dedications *	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$577,460		\$577,460	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$2,225,356</b>	<b>\$0</b>	<b>\$2,225,356</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>							
Salaries	\$880,775	\$0	\$880,775	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$435,112	\$0	\$435,112	\$0	\$0	\$0	\$0
Travel	\$7,737	\$0	\$7,737	\$0	\$0	\$0	\$0
Operating Services	\$159,116	\$0	\$159,116	\$0	\$0	\$0	\$0
Supplies	\$87,290	\$0	\$87,290	\$0	\$0	\$0	\$0
Professional Services	\$510,425	\$0	\$510,425	\$0	\$0	\$0	\$0
Other Charges	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$44,901	\$0	\$44,901	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$2,225,356</b>	<b>\$0</b>	<b>\$2,225,356</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>							
Classified	24	0	24	0	0	0	0
Unclassified	0	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>24</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
OTHER CHARGES POSITIONS	0	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>24</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>* Statutory Dedications:</b>							
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT						
PROGRAM 5 NAME: <u>Cemetery Program</u>						
<b>MEANS OF FINANCING:</b>	<b>State General Fund</b>	<b>Interagency Transfers</b>	<b>Fees &amp; Self-Generated Revenues</b>	<b>Statutory Dedications</b>	<b>Federal Funds</b>	<b>TOTAL</b>
<b>AMOUNT</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OVER / (UNDER)</b>						
<b>OVER / (UNDER)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
OTHER CHARGES POSIT	0	0	0	0	0	0
NON-TO FTE POSITIONS	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

## **QUESTIONNAIRE ANALYSIS**

(Please reference question numbers, provide detailed information and use continuation sheets as needed.)

### **GENERAL PURPOSE**

The purpose of this BA7 is to increase budget authority for fiscal year 2018-19 for the MFA fund to cover the expenses the National Guard will have for deployments of two units in February and April 2019.

Deployments of two (2) units: one in February 2019, or 199 soldiers projected to deploy; and one (1) unit's deployment in April 2019, or 163 soldiers projected to deploy.

The La National Guard expects to deploy 362 soldiers before June 30th.

At \$152 for each soldier, with 362 soldiers coming home before June 30th, the cost is \$55,024.

The Louisiana Military Family Assistance Board has approved \$60,000 for the expenses for the deployment return of these service men.

### **REVENUES**

The source of funding is Statutory Dedications and the cost for the deployments is approximately \$60,000.

### **EXPENDITURES**

Expenditure of funds will be used for the travel expenses of these service men.

### **OTHER**

Colonel Joey Strickland, Secretary  
Homer F. Rodgers, Undersecretary

PORT INFORMATION

Page \_\_\_\_\_

**DIVISION OF ADMINISTRATION**  
**Facility Planning & Control**

**JOINT LEGISLATIVE COMMITTEE**  
**ON THE**  
**BUDGET**

**Briefing Book**

**FOR**

**April 2019**

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Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

March 26, 2019

The Honorable Cameron Henry, Chairman  
Joint Legislative Committee on the Budget  
Post Office Box 44294, Capitol Station  
Baton Rouge, Louisiana 70804

**Re: Request to Add Major Repairs Projects  
Major Repairs for Higher Education Facilities  
Infrastructure and Buildings Based on Statewide  
Condition Assessment (Statewide)  
Project No. 01-107-06B-11; WBS F.01003761 and  
19-620-16-01; WBS F.19002209**

Dear Chairman Henry:

Act 7 of the Second Extraordinary Session of 2008 appropriated \$75,000,000 for major repairs for higher education facilities. The funds were distributed for projects on the higher education campuses as delineated in a formula by the Board of Regents for mission critical projects. Specific projects were then prescribed by the Board of Regents and approved by the Joint Legislative Committee on the Budget. As projects are completed, unallocated funds are becoming available and there is a need to pursue additional major repair projects for the higher education facilities.

The Office of Facility Planning and Control requests approval to proceed with the implementation of one project. The project is within the University of Louisiana System.

The requested project is:

**University of New Orleans:**

- Central Utility Plant Chiller Replacement - \$232,132.02

The source of funding will be the balance of funds remaining after allocation of previously approved projects for the UNO Campus.

Please place this item on the agenda for the next meeting of the Committee.

Sincerely,

Mark A. Moses  
Director

Jay Dardenne  
Commissioner of Administration

CC: Mr. Mark Gates, FPC  
Mr. Stephen Losavio, FPC  
Ms. Lisa Smeltzer, FPC  
Ms. Sue Gerald, FPC  
Ms. Ternisa Hutchinson, OPB  
Mr. Barry Dusse, OPB  
Mr. Samuel Roubique, OPB  
Mr. Paul Fernandez, OPB  
Ms. Jane Schoen, House Fiscal Division  
Ms. Linda Hopkins, House Fiscal Division  
Ms. Ashley Albritton, House Fiscal Division  
Ms. Martha Hess, Senate Counsel  
Ms. Raynel Gascon, Senate Fiscal Division  
Mr. David Van Alstine, FPC  
Mr. Mark Bell, FPC  
Mr. Mark Bradley, FPC



Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

March 26, 2019

The Honorable Cameron Henry, Chairman  
Joint Legislative Committee on the Budget  
Post Office Box 44294, Capitol Station  
Baton Rouge, Louisiana 70804

**Re: Supplemental Funds Request  
Interagency Transfer  
Building Automation System (BAS) Replacement  
ITU and Center Building  
East Louisiana Mental Health System  
Jackson, Louisiana  
Project No. 01-107-06B-11; WBS F.01003809**

Dear Chairman Henry:

Facility Planning and Control is requesting approval to accept \$150,000 of agency funds from the Department of Health in order to replace the existing Building Automation System in the ITU and Center Building at East Louisiana Mental Health System. The existing system is antiquated, unreliable, and the system is very difficult to service due to lack of replacement components.

The Louisiana Department of Health has State General Funds and Uncompensated Care that can be transferred to fund this project.

Therefore, Facility Planning and Control is requesting authorization to receive an interagency transfer in the amount of \$150,000 from the Department of Health into the statewide major repairs appropriation to replace the Building Automation System in the referenced buildings.

Please place this item on the agenda for the next meeting of the committee.

Sincerely,

Mark A. Moses  
Director

Jay Dardenne  
Commissioner of Administration

CC: Mr. Mark Gates, FPC  
Mr. Stephen Losavio, FPC  
Ms. Lisa Smeltzer, FPC  
Ms. Sue Gerald, FPC  
Ms. Ternisa Hutchinson, OPB  
Mr. Barry Dusse, OPB  
Mr. Samuel Roubique, OPB  
Mr. Paul Fernandez, OPB  
Ms. Jane Schoen, House Fiscal Division  
Ms. Linda Hopkins, House Fiscal Division  
Ms. Ashley Albritton, House Fiscal Division  
Ms. Martha Hess, Senate Counsel  
Ms. Raynel Gascon, Senate Fiscal Division  
Ms. Beth Segura, LDH  
Mr. Thomas Rish, FPC  
Mr. Mark E. Bradley, FPC

Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

March 26, 2019

The Honorable Cameron Henry, Chairman  
Joint Legislative Committee on the Budget  
Post Office Box 44294, Capitol Station  
Baton Rouge, Louisiana 70804

**Re: Supplemental Funds Request  
Fees & Self-Generated Revenues  
Health and Physical Education Building - Roof Replacement  
Louisiana State University Shreveport  
Shreveport, Louisiana  
Project No. 01-107-06B-11; WBS F.01003758**

Dear Chairman Henry:

This project was approved in Act 4 of the 2017 Legislative Session as part of the LSU System Major Repairs to replace the roof on the Health and Physical Education Building at Louisiana State University Shreveport campus and has a current estimated project cost of \$1,104,494. Based on results of a topographic survey of the existing roof, the Designer has identified a need to increase the amount of insulation and associated items to accommodate the increased thickness in insulation. Louisiana State University is requesting permission to supplement the project with additional funds in the amount of \$237,250 from building use and rental fees.

Therefore, Facility Planning and Control is requesting authorization to receive Fees & Self-Generated Revenues in the amount of \$237,250 from LSU Shreveport into the statewide major repairs appropriation to replace the existing roof.

Please place this item on the agenda for the next meeting of the Committee.

Sincerely,

Mark A. Moses  
Director

Jay Dardenne  
Commissioner of Administration

CC: Mr. Mark Gates, FPC  
Mr. Stephen Losavio, FPC  
Ms. Lisa Smeltzer, FPC  
Ms. Sue Gerald, FPC  
Ms. Ternisa Hutchinson, OPB  
Mr. Barry Duse, OPB  
Mr. Samuel Roubique, OPB  
Mr. Paul Fernandez, OPB  
Ms. Jane Schoen, House Fiscal Division  
Ms. Linda Hopkins, House Fiscal Division  
Ms. Ashley Albritton, House Fiscal Division  
Ms. Martha Hess, Senate Counsel  
Ms. Raynel Gascon, Senate Fiscal Division  
Mr. Tony Lombardo, LSU  
Mr. Roger Husser, LSU  
Mr. Danny Mahaffey, LSU  
Mr. David Van Alstine, FPC  
Ms. Sara McCann, FPC  
Mr. Chris Herring, BOR



Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

March 26, 2019

The Honorable Cameron Henry, Chairman  
Joint Legislative Committee on the Budget  
Post Office Box 44294, Capitol Station  
Baton Rouge, Louisiana 70804

**Re: Supplemental Funds Request  
Interagency Transfer  
Water Line Replacement  
B. B. Sixty Rayburn Correctional Center  
Louisiana Department of Public Safety and Corrections  
Angie, Louisiana  
Project No. 01-107-06B-11; WBS F.01003811**

Dear Chairman Henry:

Facility Planning and Control is requesting approval to accept \$200,000 of agency funds from the Louisiana Department of Public Safety and Corrections in order to perform a major repairs project replacing a water line at B. B. Sixty Rayburn Correctional Center.

The infrastructure has reached the end of its useful life and needs to be replaced. Agency funds will be used to cover additional project costs (design fees, contingencies, etc.).

Facility Planning and Control is requesting authorization to receive an interagency transfer in the amount of \$200,000 from the Louisiana Department of Public Safety and Corrections.

Please place this item on the agenda for the next meeting of the committee.

Sincerely,

Mark A. Moses  
Director

Jay Dardenne  
Commissioner of Administration

CC: Mr. Mark Gates, FPC  
Mr. Stephen Losavio, FPC  
Ms. Lisa Smeltzer, FPC  
Ms. Sue Gerald, FPC  
Ms. Ternisa Hutchinson, OPB  
Mr. Barry Dusse, OPB  
Mr. Samuel Roubique, OPB  
Mr. Paul Fernandez, OPB  
Ms. Jane Schoen, House Fiscal Division  
Ms. Linda Hopkins, House Fiscal Division  
Ms. Ashley Albritton, House Fiscal Division  
Ms. Martha Hess, Senate Counsel  
Ms. Raynel Gascon, Senate Fiscal Division  
Ms. Dawn Picard, FPC  
Mr. Fred Dugas, FPC  
Mr. Billy Breland, DOC

Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

March 26, 2019

The Honorable Cameron Henry, Chairman  
Joint Legislative Committee on the Budget  
Post Office Box 44294, Capitol Station  
Baton Rouge, Louisiana 70804

**Re: Supplemental Funds Request  
Federal Funds via Interagency Transfer  
Southwest Louisiana Veterans Cemetery  
Jennings, Louisiana  
Project No. 03-130-17-01**

Dear Chairman Henry:

Act 4 of the 2017 Second Extraordinary Session appropriated \$7,486,250 for the subject project, which includes \$6,486,250 of federal funds.

The project consists of a new Southwest Louisiana Veterans Cemetery to be located in Jennings, Louisiana on 19.2 acres. The cemetery will be designed in compliance with state and federal guidelines and under the oversight of the Veterans Cemetery Grants Program (VCGP), U.S. Department of Veterans Affairs. Basic features include main cemetery entrance, administration building, maintenance facility, committal shelter and assembly area, columbaria, scatter burial area, gardens, roadways, landscaping and all supporting infrastructure and amenities.

The project bid on July 10, 2018 and a notice to proceed was issued to Tudor, Inc. The Department of Veterans Affairs will increase the grant by \$796,210 to fully fund the project. Therefore, Facility Planning and Control is requesting authorization to receive additional federal funds via interagency transfer in the amount of \$796,210.

Please place this item on the agenda for the next meeting of the Committee.

Sincerely,

Mark A. Moses  
Director

Jay Dardenne  
Commissioner of Administration

CC: Mr. Mark Gates, FPC  
Mr. Stephen Losavio, FPC  
Ms. Lisa Smeltzer, FPC  
Ms. Sue Gerald, FPC  
Ms. Ternisa Hutchinson, OPB  
Mr. Barry Dusse, OPB  
Mr. Samuel Roubique, OPB  
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Ms. Jane Schoen, House Fiscal Division  
Ms. Linda Hopkins, House Fiscal Division  
Ms. Ashley Albritton, House Fiscal Division  
Ms. Martha Hess, Senate Counsel  
Ms. Raynel Gascon, Senate Fiscal Division  
Mr. Bobby Boudreaux, FPC  
Mr. Perry Sims, FPC



**“Records Management and Document Imaging Support”  
Louisiana Department of Environmental Quality  
Contract Summary**

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Contractor: Access Sciences Corporation

Original Contract Term: 7/1/17 – 6/30/20      Amendment 1 Contract Term: 7/1/17 – 6/30/22

Original Contract Total: \$3,919,856.00      Amendment 1 Contract Total: \$6,519,759.92

LDEQ Records Management section meets or exceeds the requirements outlined in the *Louisiana Public Records Act*, and is committed to the continuous analysis and improvement of its records management program. Focus areas include: compliance with federal and state law and applicable standards; active and inactive records management; policy development; training; technology support; and scanning / imaging operations.

## **CONTRACTOR TASKS**

### **Facilities Management**

#### **1      Manage Records in Compliance with Laws and Standards**

The Contractor shall maintain an awareness of federal and state laws pertaining to records management, as well as ISO 15489 and relevant records management standards, and shall propose improvements required of the current records management program to support it in a compliant manner. The Contractor shall perform work as necessary to maintain compliance with federal and state law as well as records management standards.

#### **2      Utilization of Appropriate Technology**

The Contractor shall coordinate the appropriate use of technology for the Records Management Unit. The Contractor shall be sufficiently proficient with the records management software owned by the Department (such as OnBase, Kofax, etc.) and provide consultation and technical support services on its optimal utilization. Additionally, the Contractor shall be familiar with software utilized by the Records Management Unit (such as Hyland OnBase, Kofax Capture, Microsoft Office, Adobe Acrobat Professional, Microsoft Visual Studio, C#, VB (6 and .NET), O2 Solutions PDF4NET, Winnovative HTML to PDF Converter, and Daeja ViewOne), perform programming, consultation, configuration services, and propose alternative solutions compatible with the goals and technology environment of the Department.

The Contractor’s technical responsibilities for the Records Management Unit include, but are not limited to:

- (1) developing an understanding of the Department’s Records Management system architecture, including the EDMS and Imaging Operations, and interfaces to other systems, e.g., TEMPO, ERIC, eDOCs, NetDMR, EQuIS, Online Permits systems, etc.;
- (2) following the Department IT processes and procedures for software development, testing, deployment, and documentation;
- (3) interfacing with the Department staff and contractors to define program/application requirements;
- (4) developing new program applications and using the tools of the EDMS system and Imaging Operations to develop new functionality as directed by the Department’s Project Manager;

- (5) deploying, configuring, and integrating new software products, as directed by the Department's Project Manager;
- (6) using OnBase product APIs and other resources to develop programs that interact with EDMS and with other Department systems;
- (7) providing knowledge transfer and full documentation to the Department;
- (8) designing and maintaining Oracle databases for Web-based applications;
- (9) performing system-wide legacy data conversion as necessary; and
- (10) developing e-mail management tools in order to manage the Department's e-mail records.

Typical activities may include, but are not limited to:

- (11) performing operational and maintenance tasks on Records Management systems and supporting tools;
- (12) serving as technical support for Records Management software; and
- (13) consultation services such as:
  - a. coordination with OnBase support personnel; and
  - b. coordination with the Department's Information Technology Staff and OnBase representatives during any system upgrades and planned/unplanned system outages.

Typical programming projects include, but are not limited to:

- (14) electronic document submittal to the EDMS. This project allows members of the Department and users outside of the Department to submit digital documents to EDMS without printing to paper;
- (15) application development for updating and tracking submittal forms and facilitating bulk submittals;
- (16) application development to support the Department's digital signature processes;
- (17) development of document search tools;
- (18) improvements in managing the topic file material within the present structure of the EDMS;
- (19) developing applications for e-mail records management and discovery;
- (20) developing OnBase and other applications for managing records that are not made public through the EDMS; and
- (21) assist and cooperate in providing a smooth transition and knowledge transfer to another contractor should someone else be selected at the end of this contract.

### **3 Active Records**

The Contractor shall coordinate all aspects of the active records function. The Contractor shall provide personnel capable of managing this function, performing document searches required for fulfillment of the Department's Public Records Requests and providing customer service to internal and external customers. Typical activities may include, but are not limited to:

- (1) providing research assistance in the area of Records Management policy. Research topics include evolving issues surrounding public records versus confidential, private, or security sensitive records, and other related subjects;
- (2) implementing best practices to ensure the accuracy of metadata and protection of confidential, private, or security sensitive records or information;
- (3) coordinating all Public Records Requests and performing the day-to-day tasks involved with responding to requests in accordance with the Louisiana Public Records Act. The Contractor shall coordinate with the Department legal staff and divisional subject matter

experts to fulfill public records requests in accordance with state law. The Department receives approximately one thousand three hundred (1300) public records requests per year;

- (4) operating the Department's Public Records Center where visitors access computer workstations configured to search the Electronic Document Management System (EDMS). Contractor personnel shall provide personalized help with searching for records and/or completing public records requests and accepting payment for copies. Contractor personnel shall be available to provide Public Records Center services Monday through Friday, 8:00 a.m. to 4:30 p.m. The Public Records Center serves approximately ten (10) visitors per month. The Department will provide supplies associated with the dissemination for public records (i.e., CDs);
- (5) operating the Topic File Collection. Topic files are documents not associated with a particular facility. Documents include but are not limited to: Federal, State, Parish, and Municipal documents, reports from consultants and nonprofit agencies, University studies, and correspondence from companies. The Contractor shall pursue options for increasing awareness of and access to this collection. Some of the topic file materials have been imaged, while other materials exist only in hardcopy. The Contractor shall work with the Department's Project Manager and other staff to determine which additional files to image. The Contractor shall ensure that imaged documents are accessible through the EDMS, OnBase, or other software;
- (6) providing research assistance, and policy development and implementation in the area of e-mail records management; and
- (7) provide transportation as needed for active records and/or personnel between the facilities listed on Exhibit B, Records Storage Locations.

#### **4 Inactive Records**

The Contractor shall coordinate all aspects of the inactive records function. The Contractor shall provide personnel capable of managing this function, developing and implementing retention policies, and working with staff from other state agencies as well as service providers. Typical activities may include, but are not limited to:

- (1) providing research assistance in the area of Records Management policy. Research topics include records retention and destruction schedules, electronic record keeping, e-mail, and other related subjects;
- (2) developing and implementing retention schedules for all Department records, regardless of format;
- (3) determining an acceptable approach for applying retention and disposal schedules to all Department records, regardless of format;
- (4) educating Department staff on retention policies;
- (5) advising on storage formats and locations, and disposition options, that meet requirements in a cost efficient manner. For example, performing research and cost analysis of various storage and disposition options or developing media migration plans;
- (6) maintaining inventories of inactive records, both onsite and offsite, and ensuring adequate access to records;
  - (7) coordinating storage and special projects with service providers;
  - (8) facilitating disposal of records that have reached their retention period; and

- (9) provide transportation as needed for inactive records and/or personnel between the facilities listed on Exhibit B, Records Storage Locations.

## **5 Policy, Communications, and Training**

The Contractor shall coordinate activities related to policy, communications, and training. The Contractor shall provide personnel capable of managing this function, developing and auditing policy, developing and conducting Records Management training, and improving internal and external communications between the Records Management Unit and its customers. Typical activities may include, but are not limited to:

- (1) assisting with the development of Records Management policy and procedures. The Contractor shall coordinate with Department subject matter experts and others to gather information necessary for the formulation of policy and procedure statements. This responsibility includes undertaking research and writing activities involved in the development of new and existing policies and procedures. Policy and procedure documents will be developed in close conjunction with the Department's Project Manager and submitted to appropriate Department staff for final approval;
- (2) developing implementation plans and training materials for Records Management policy and procedures. The Contractor shall conduct training for the Department staff and the Department's customers as needed;
- (3) auditing to determine compliance with approved policy and procedures. The Contractor shall provide written audit reports containing suggested corrective action to be taken; and
- (4) improving communications between Records Management and internal and external customers.

## **6 Imaging Operations**

The Contractor shall coordinate all aspects of the Imaging Operations function. The Contractor will provide Project Management support over Imaging Operations using on-site personnel, as well as the skilled personnel to accomplish the tasks listed below. In addition, the Contractor will provide sufficient training to enable selected staff to assume the Contractor's responsibilities in a smooth transition when its contract ends.

Typical Imaging Activities may include, but are not limited to:

- (1) preparing document for scanning;
- (2) converting all paper documents to TIFF Group 4, including oversized documents (greater than 11"X 17");
- (3) processing non-paper media;
- (4) inputting indexing data;
- (5) retrieving indexing data from bar-coded Submittal Sheets;
- (6) performing quality control and quality assurance on images and indexed data;
- (7) importing compatible file format images into OnBase and making viewable with the EDMS Viewer;
- (8) de-prepping documents and forwarding to the Inactive Records Center;
- (9) converting electronic documents;
- (10) converting documents for one time import; and
- (11) using and maintaining the necessary imaging applications for scanning, indexing, quality assurance/control, importation into OnBase.

### **6.1 Turnaround Time**

Imaging Services shall be accomplished within a two (2) business day turnaround time from document receipt to image committal. The Contractor may also be asked to search and retrieve documents that may have been imaged within 24 hours, as needed.

### **6.2 Hardware and Software**

The Department will provide all necessary hardware (i.e. scanners, desktops, and servers) and software licenses for Imaging Services.

### **6.3 Quality Control and Timeliness Assurance**

The Contractor shall scan, image, import and index all documents accurately. Audits will be conducted monthly by the Department. In the event that it is determined that document images or indexes are incorrect or that images are of poor quality the Department will require the Contractor to provide appropriate corrective action. If it is determined necessary by the Department, the Contractor will audit the work undertaken during the month in question and report the findings to the Department's Project Manager. The Contractor will work with the Department's Project Manager to ensure that the errors are corrected in a timely manner. Corrective action will begin immediately after the errors are discovered. If the errors cannot be corrected within (1) business day, the Contractor will provide a written explanation as to the length of time it will take to make corrections. The Contractor will provide the Department daily updates as to the progress of the corrective action.

The Contractor shall keep track of the date a document was received and have its method approved by the Department. If it is determined that time between day forward document receipt and image committal to the EDMS is averaging more than two business days/month, the Contractor will work with the Department's Project Manager to correct the problem.

## **7 Imaging Technical Support**

The Contractor shall coordinate all aspects of the Imaging Technical Support Function. This function shall include all activities and resources required to provide Imaging Technical Support services, including technical programming. The Contractor will provide technical support, including technical programming, over Imaging Services using onsite personnel.

### **Other Activities**

Due to the integrated relationship of the Document Management System and the other components of the IDMS, the Contractor shall coordinate with the Department and other IDMS Contractors, as necessary, to ensure a consistent interface.

The Department's Project Manager may require performance of specific additional tasks if it is determined to be necessary for successful completion of the project. Any additional tasks will be issued as a Work Order as outlined in Section 6.2, Operation of the Contract.

AMENDMENT TO THE  
CONSULTING SERVICES CONTRACT  
STATE OF LOUISIANA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
(Hereinafter referred to as "Department")

AND

Access Sciences Corporation  
1900 West Loup South, Suite 250  
Houston, TX 77027  
(Hereinafter referred to as "Contractor")

The Parties have agreed to extend the terms for fulfillment of services to be performed under this contract from June 30, 2020 to June 30, 2022 and to that end Article 2 entitled CONTRACT TERM is amended to read as follows:

The term for the fulfillment of services to be performed pursuant to this contract shall be from July 1, 2017 through June 30, 2022. With all proper approvals and concurrence with the successful Contractor, the Department may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

Further, the parties have agreed to set the maximum amount paid to the Contractor by the Department under this contract at \$6,519,759.92, an increase of \$2,599,903.92 over the existing contractual amount, and to that end Article 5 entitled PAYMENT TERMS, 1<sup>st</sup> paragraph is amended to read as follows:

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of \$6,519,759.92. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices I and II. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

FURTHER, by mutual consent of both parties to this contract, Article No. 31 entitled PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL, added to read as follows:

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel,



and shall, for the duration of this contract, refrain from a boycott of Israel.

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

FURTHER, by mutual consent of both parties to this contract, Attachment 2, Schedule of Prices I is amended as attached.

No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. All other terms and conditions of the contract shall remain the same.

This amendment entered into this 7<sup>th</sup> day of March, 2019, at Baton Rouge, Louisiana.

**WITNESS:**

Reynolds

**DEPARTMENT OF ENVIRONMENTAL QUALITY:**

Karyn Andrews  
Karyn Andrews  
Undersecretary  
Office of Management and Finance

**WITNESS:**

Lisette A. Blas

**CONTRACTOR:**

Andrea Baldwin  
Access Sciences Corporation

**ATTACHMENT 2  
SCHEDULE OF PRICES I**

**“Records Management and Document Imaging Support”  
Louisiana Department of Environmental Quality**

<b>Line Item No.</b>	<b>Pay Item Description</b>	<b>Payment Unit</b>	<b>No. of Units<sup>2</sup></b>	<b>Unit Rate<sup>1</sup></b>	<b>Line Total</b>
1	Commencement Conference	Lump Sum	1	\$ -	\$ -
2	Commencement Conference Call	Lump Sum	1	\$ -	\$ -
	Facilities Management (Line Items 3, 4, 5, 6, 7, 8, 9, 10)				
3	Manage Records in Compliance with Laws and Standards	Monthly	60	\$ 14,400.00	\$ 864,000.00
4	Utilization of Appropriate Technology	Monthly	60	\$ 19,152.00	\$ 1,149,120.00
5	Active Records	Monthly	60	\$ 11,399.20	\$ 683,952.00
6	Inactive Records	Monthly	60	\$ 11,399.20	\$ 683,952.00
7	Policy Communications, and Training	Monthly	60	\$ 9,184.00	\$ 551,040.00
8	Imaging Operations	Monthly	60	\$ 19,019.20	\$ 1,141,152.00
9	Imaging Technical Support	Monthly	60	\$ 10,102.40	\$ 606,144.00
10	Project Management Work Plan	Monthly	60	\$ 13,673.33	\$ 820,399.80
<b>Total Price</b>					<b>\$ 6,499,759.80</b>

**\*ALL BLANKS MUST BE COMPLETED**

<sup>1</sup>Rates shall include all direct costs (labor, supplies not associated with storage, disposal, or dissemination of active or inactive records, equipment not supplied by the Department, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associates with each line and profit.

<sup>2</sup>The Department does not guarantee that a maximum number of units (i.e., number of units listed in table above) will be performed. The Department will pay the Contractor only for the actual work performed.



**State of Louisiana**  
Louisiana Department of Health  
Bureau of Health Services Financing

March 27, 2019

The Honorable Cameron Henry  
Louisiana State House of Representatives  
Chairman, Joint Legislative Committee on the Budget  
P.O. Box 44294  
Baton Rouge, LA 70804

Re: LDH Request for April JLCB Agenda Item Pursuant to R.S.39:1615(J)

Dear Representative Henry:

The Louisiana Department of Health (LDH) requests that the following contract be placed on the agenda for the Joint Legislative Committee on the Budget (JLCB) April hearing for consideration by your committee pursuant to R.S.39:1615(J). LDH has a current contract with Public Consulting Group (PCG) and wishes to extend this contract pursuant to the extension options in the Request for Proposals. The contract details are as follows:

**INDEPENDENT VERIFICATION AND VALIDATION (IV&V) SERVICES**

This is a three-year, statewide contract with Medicaid that provides independent verification and validation (IV&V) services for the Medicaid Systems Modernization project through PCG. The Centers for Medicare and Medicaid Services (CMS) requires Federal certification using IV&V services based on language found at Public Law 92-603, and the Code of Federal Regulations (CFR) at 42 CFR Part 433 and 45 CFR 95.611(d). In the absence of Federal certification using IV&V, Medicaid systems modernization projects are not authorized to receive enhanced Federal matching funds for their operation (90% Federal/10% State General Fund match).

The IV&V services delivered by PCG help to assure the alignment of the Department's Modernization Project with CMS standards along with monitoring of the design, development and implementation of the integrated modular solution related to the Medicaid Management Information Systems. Failure to obtain IV&V services will jeopardize enhanced federal funding resulting in the use of state funding above the budgeted amount.

The current contract, which was executed on June 1, 2016, expires on May 31, 2019. LDH is in the process of re-procuring this contract, however, CMS and Office of State Procurement approvals of the Request for Proposals (RFP) took longer than anticipated. The RFP is scheduled for publication at the end of March, and LDH anticipates the RFP process to be complete within the next six months (pending any significant delays or protests). LDH is satisfied with the performance of PCG and would like to exercise the extension option in the contract. LDH is

The Honorable Cameron Henry  
March 27, 2019  
Page 2

requesting approval of JLCB to extend the contract until May 31, 2020, to avoid disruption in obtaining enhanced federal funding.

Thank you for considering our request to have this contract extension included on the April JLCB agenda. I am enclosing a copy of the contract and associated amendments for your convenience. If you have any questions or need any additional information, please feel free to contact Shannon Duplessis at (225) 342-6917 or [Shannon.Duplessis@la.gov](mailto:Shannon.Duplessis@la.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'Jen Steele', with a stylized, looping design.

Jen Steele  
Medicaid Director

Enclosure [8]

JS/kb



# PUBLIC CONSULTING GROUP (PCG) CONTRACT EXTENSION

## ► Contract Summary

<b>Start Date</b>	June 1, 2016	<b><u>Contract Amount</u></b>	
<b>End Date</b>	May 31, 2019	<b>Initial 3-Year Term</b>	\$11,196,423
<b>Extension Request</b>	June 1, 2019 – May 31, 2020	<b>1 Year Extension</b>	\$3,206,413

## ► Extension Request

- **LDH is requesting permission to exercise the contractual option for a one-year extension with PCG** for continued independent verification and validation (IV&V) services for Medicaid Systems Modernization projects. The Centers for Medicare and Medicaid Services (CMS) require states to have IV&V services in order to receive enhanced federal funding under the Affordable Care Act.
- **Extension of the contract will allow the State to continue to receive enhanced federal funds at the 90% federal/10% state financial participation rate** without interruption until the RFP for a new contract can be published and the contract awarded.
- Failure to extend the contract could put enhanced federal funding at risk. The CMS requirement for IV&V is found in Public Law 92-603, 42 CFR 433 and 45 CFR 95.611(d). In the absence of IV&V, Medicaid systems are not authorized to receive enhanced federal matching funds for their operations.

## ► Services Provided

- Material assistance to the State with maintaining Medicaid federal certification for its systems modernization program, maintaining alignment with CMS standards, and supporting the monitoring of modernization systems design, development, testing, and implementation.
- Performance evaluations of and reviews of all Medicaid systems modernization components.
- Independent assessments of systems modernization project activities and deliverables and internal project management processes; makes recommendations for process improvements.
- Independent quality control and quality assessment of ongoing systems modernization project deliverables; makes recommendations for improvements.

## ► RFP Timeline

- LDH initiated the Request for Proposals (RFP) process to solicit bids from proposers for a new contract. The tentative timeline for the procurement process, barring any significant delays is:

Tentative Schedule of Key Events	
Public Notice of RFP	Friday, March 29, 2019
Deadline for Receipt of Proposals	Monday, May 6, 2019
Notice of Intent to Award, and 14-day protest period	Friday, June 7, 2019
Contract Execution, on or about	Monday, August 19, 2019
Contract Effective Date	To be scheduled



**State of Louisiana**  
Louisiana Department of Health  
Bureau of Health Services Financing

March 27, 2019

The Honorable Cameron Henry  
Louisiana State House of Representatives  
Chairman, Joint Legislative Committee on the Budget  
P.O. Box 44294  
Baton Rouge, LA 70804

Re: LDH Request for April JLCB Agenda Item Pursuant to R.S.39:1615(J)

Dear Representative Henry:

The Louisiana Department of Health (LDH) requests that the following contract be placed on the agenda for the Joint Legislative Committee on the Budget (JLCB) April 2019 hearing for consideration pursuant to R.S.39:1615(J). LDH has a current contract with Health Management Systems (HMS) and wishes to extend this contract pursuant to the extension options in the contract. The contract details are as follows:

**THIRD PARTY LIABILITY SERVICES**

This is a three year, statewide contract with Medicaid to assist the Department with recovering Medicaid funds from liable third parties by identifying and billing the liable third party. By law, Medicaid is the payer of last resort. If another insurer or program has the responsibility to pay for medical costs incurred by a Medicaid-eligible individual, that entity is generally required to pay all or part of the cost of the claim prior to Medicaid making any payment. Whenever the state has paid claims and subsequently discovers the existence of a liable third party, it must attempt to recover the money from the liable third party. HMS performs these functions as required by 42 CFR 433 Subpart D.

The current contract, which was executed on July 1, 2016, expires on June 30, 2019. LDH is in the process of re-procuring this contract, however, in order to provide sufficient time to develop a request/solicitation for proposal (R/SFP) that aligns with the Centers for Medicare and Medicaid Services' (CMS) requirements for systems modularity, LDH would like to extend the current HMS contract to avoid interruption of services while the R/SFP is developed. LDH is satisfied with the performance of HMS and is requesting approval of the JLCB to extend the contract until June 30, 2020.

Thank you for considering our request to have this contract extension included on the April JLCB agenda. I am enclosing a copy of the contract for your convenience. If you have any

The Honorable Cameron Henry  
March 27, 2019  
Page 2

questions or need any additional information, please feel free to contact Shannon Duplessis at (225) 342-6917 or [Shannon.Duplessis@la.gov](mailto:Shannon.Duplessis@la.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Jen Steele", with a stylized flourish at the end.

Jen Steele  
Medicaid Director

Enclosure

JS/dh

## SCOPE OF WORK

### A. Project Overview

At a minimum, the Contractor will:

1. Develop and implement a collections process for seeking reimbursement from liable third party health insurance carriers or directly from Medicaid providers for medical services provided under Title XIX or Title XXI Medicaid for fee -for-service enrollees and Medicaid managed care members. Managed Care Organizations (MCOs) have three hundred sixty-five (365) calendar days from date of service to collect from liable third parties. The State has reserved the right to pursue collection as a “come behind” process after the three hundred sixty-five (365) calendar day time frame for the MCOs to collect has elapsed.
2. Including the following, develop and implement a cost avoidance process by which TPL is added to the resource file:
  - a. When Contractor has identified and verified third party coverage;
  - b. Prior to instructing providers to bill carriers; and
  - c. After the Contractor has billed carriers directly and received payment.
3. Augment the Fiscal Intermediary (FI)’s monthly Medicare recovery efforts.
4. Develop and annually implement a review process as approved by the Louisiana Department of Health (LDH), which seeks reimbursement from Medicaid participating hospital providers through which overpayments (i.e., credit balances) for medical services provided under Title XIX or Title XXI Medicaid for fee-for-service enrollees are identified and recovered.

### B. Deliverables

The Contractor will complete deliverables in accordance with the requirements in this section.

#### Reporting

The Contractor shall work with the State and agree to the required timelines for delivery of all reporting functions. Although the State has indicated the reports that are required, the Contractor may suggest additional reports. The State also reserves the right to require additional reports beyond what is included in this document. All report formats must be approved by the State. Reports require State approval before being considered final.

#### Auditing

The Contractor shall perform audits throughout the course of their contract. The State will approve audit schedules and the mechanisms for which these will be completed.

#### Validation

The Contractor shall perform validations to ensure the State is being provided the highest quality of deliverables. The Contractor should suggest areas which require validation.

#### Monitoring

The Contractor shall monitor and evaluate the project progress and shall identify and report any deficiencies or issues needing to be resolved along with the recommended solutions in the form of project status reporting or other formats deemed necessary by the State. The Contractor shall meet with the State on a regular basis, as determined by mutual agreement between the State Contract Monitor and the Contractor.

#### 1. General Requirements

This section identifies tasks the selected Contractor will perform, at a minimum, during the contract period. These tasks and associated deliverables will be the basis by which the Contractor’s performance will be measured.



The Contractor shall:

- a. Pursue third party liability (TPL) recoveries for federally mandated pay and chase claims which are paid by Medicaid without regard to known health insurance coverage.
- b. Pursue TPL recoveries for claims paid and adjudicated prior to updates to the resource file denoting current and retroactive health insurance coverage. If a Medicaid enrollee has multiple types of coverage, the Contractor shall prioritize the coverage and report the information to the Department in the following order:
  - i. Major medical or major medical without maternity coverage;
  - ii. Pharmacy coverage; and
  - iii. Dental only, vision only, cancer only, and other specialized types of coverage (reported only in the absence of major medical or pharmacy coverage).
- c. Obtain a monthly file from all health insurance carriers, as required by LA R.S. 44:14, and conduct a data match with the Louisiana Medicaid enrollee file to identify liable third parties to the Department for updating the Medicaid resource file:
  - i. Issue billings to carriers based on data match criteria in order to maximize recoveries;
  - ii. Initiate and maintain a comprehensive resource file review program for file maintenance of third party resource data in order to maximize cost avoidance;
  - iii. Process the nightly files delivered via Secure File Transfer Protocol (SFTP) from the Medicaid eligibility system containing information on Medicaid enrollees who are currently enrolled in private insurance or whose insurance enrollment status is unknown. The Contractor shall verify insurance coverage for these Medicaid enrollees within five (5) business days of receipt of the file delivered from the Medicaid eligibility system;
  - iv. Perform carrier code updates and consolidation; and
  - v. Perform cleanup of invalid scopes of coverage.
- d. Pursue follow-up on outstanding accounts receivables six (6) months after Contractor issues billings to carriers with the requirement of ninety percent (90%) resolution of claims within ninety (90) calendar days of six (6) month follow-up. For the purposes of B.1.d, resolution shall mean claims that have been closed on the accounts receivable. Ninety percent (90%) is defined as being calculated by the total number of claims resolved divided by the total number of claims billed.
- e. Within ninety (90) calendar days of contract execution, at a minimum, provide twenty-four (24) months of insurance data obtained through data match agreements with insurance carriers of Louisiana residents, searchable by social security number, for the Department to access via a web service call. The data specifications shall be determined in collaboration between the Department and the Contractor and shall be an on-going process throughout the life of the contract; however, the specifications must include the ability to access data real time.

Provide for secure, web-based access to claim information for all appropriate providers, within ninety (90) calendar days of contract execution, in order to fulfill requirements mandated by Act 517 (SB 33) of the 2008 Regular Legislative Session. Information on Act 517 will be made available in the procurement library. For each Medicaid reclamation claim paid by a health insurer, provide claim identifying information (control number, patient account number), comprehensive insurance billing data, payment information, and posting date of payment. The Contractor must provide electronic notification to providers when payment updates are available and host data on a web server for a minimum of sixty (60) calendar days after notification to the provider. The Contractor must develop and implement a provider training curriculum and maintain an adequately staffed provider inquiry line Monday through Friday, 8am-5pm CT, excluding Louisiana state holidays. In addition, the Contractor must provide for submission of online extension requests for claims for which the provider must bill and must provide a module for providers to review the status of submitted inquiries with regard to recovery projects within the web portal.

- g. Provide for secure, web-based access to claims billed to carriers to include specific

data elements as determined by the Department in an agreed-upon format within two (2) weeks after the date of billing.

- h. Conduct an annual electronic data match with the Defense Enrollment Eligibility Reporting System (DEERS) in accordance with the date and file formatting required by DEERS. The DEERS online data system shall be used in conjunction with the annual file.
- i. Provide an electronic data file to the Department of Children & Family Services (DCFS) pursuant to an interagency agreement between LDH and DCFS in accordance with Act 578 of the 2008 Louisiana Legislature. Information on Act 578 will be made available in the procurement library.
- j. Perform a quarterly data match with support enforcement information system data as per the Centers for Medicare and Medicaid Services (CMS) regulations as specified by the Department.
- k. Perform identification and collection activities for commercial insurance within sixty (60) calendar days of the receipt of the Medicaid Adjudicated Claims History File data, as mandated by Federal Regulation 42 CFR 433.139 Collection and Disposition of Recovered Funds.
- l. Develop and implement a review process for Medicaid participating hospital providers for the purpose of annually identifying and recovering potential Medicaid overpayments by means of ~~performing a combination of provider self-reviews, desk reviews and onsite reviews.~~ **an amnesty process through provider self reviews.**

## 2. Programmatic Requirements

- a. Information provided by the Department to the Contractor shall include, but not be limited to the following:
  - i. Copies of the Medicaid enrollee file, the resource file, the provider file, and the adjudicated claims history file on, at a minimum, a monthly basis through the Department's FI.
  - ii. An SFTP file, on a quarterly basis, of the FI's Medicare monthly void/adjustment data.
  - iii. A TPL Carrier Code listing is available on the Louisiana Medicaid website.
  - iv. Access to support enforcement information system data in a format and medium determined by DCFS.
  - v. Access to Medicare recovery data will be coordinated by the Department to ensure non-duplication and timely filing assurance.
- b. The Department will monitor and measure the performance of the Contractor by:
  - i. Assuring that all state and federal regulations are promptly and appropriately implemented.
  - ii. Assuring that the recovered funds balance with the invoice, and authorizing the disposition of the associated funds which correspond to the appropriate Medicaid expenditures.
  - iii. Reviewing and ensuring the accuracy of invoices and authorizing invoice payment.
  - iv. Acting as coordinator between the Contractor and the FI.
  - v. Providing Louisiana Medicaid Management Information System (LMMIS) access to any and all files which the Department determines necessary for the fulfillment of contractual requirements.
  - vi. Providing copies on request of the Louisiana Title XIX State Plan, including amendments hereto as published, and copies of the administrative regulations, as necessary, under which the Louisiana Title XIX State Plan is to be operated.
  - vii. Furnishing, in writing, the name and title of each individual, with the scope of authority of such individual, authorized to act for the Department regarding this contract.
  - viii. Participating with the Contractor in developing a report delivery schedule listing the time and location of delivery of reports produced by the Contractor. Such schedule will be used to determine whether or not penalties for late reports are to be assessed.
  - ix. Providing review for approval or rejection of any replacement of

- Contractor staff within forty-five (45) calendar days of notification to the Department of such proposed change. The Department may request any contractor personnel changes at any time that it deems necessary with regard to this contract.
- x. Assuring that state personnel are available for consultation in the specifications of the awarded contract.

- c. The performance of the Contractor will be measured during the period of the contract by consideration of the following:
  - i. Enhancement of recoveries and third party cost avoidance.
  - ii. Collection of identified potential accounts receivables or receipt of documentation refuting the corresponding claims.
  - iii. The Contractor shall act as the Department's agent in collecting data from carriers, at a minimum, on a monthly basis.
  - iv. The Contractor shall provide to the resource file, in a fixed-length record format to be delivered by LDH to the Contractor, adds and updates (changes and terminations to third party coverage) within thirty (30) calendar days from receipt of the information. Documentation of the adds and updates shall be maintained by the Contractor.
  - v. Progress of the Contractor along a pre-determined series of project management oriented milestones as defined in the work plan.
  - vi. Requirement and demonstration that the Contractor's proposed personnel are working on the project. Completion of annual hospital credit balance reviews for all Medicaid participating hospital providers as selected and approved by LDH. **The contractor will pursue all overpayments through an amnesty process.** A review is considered complete once all Medicaid provider overpayments associated with that review have been received and processed by the FI or the Department's designee.
  - vii. Collection of identified and verified provider overpayments.

### 3. Operations Requirements

#### a. Medicaid Recovery Process

- i. The Contractor shall provide identifying information via SFTP for recoupment of claims submitted to providers to bill carriers.
  - 1. The recoupment data shall include data elements identified below and shall be produced per the specifications furnished by the FI or the Department's designee.

- |                                |   |
|--------------------------------|---|
| - Enrollee First and Last Name | - Enrollee Medicaid Identification Number   |
| - Claim Type                   | - Beginning Date of Service                 |
| - Provider Billed Amount       | - Date(s) of Service                        |
| - Recoupment Amount            | - MMIS or MCO Internal Control Number (ICN) |
| - Attending Provider Number    | - Medicaid or MCO Paid Amount               |
|                                | - Billing Provider Number                   |

- 2. A recoupment data log shall be produced electronically in an Excel spreadsheet to include the data elements identified below:

- |                                |   |
|--------------------------------|---|
| - Enrollee First and Last Name | - Recoupment Date Identification Number |
| - Invoice Number               | - Beginning Date of Service             |
| - Ending Date of Service       | - MMIS or MCO ICN                       |
| - Recoupment Amount            | - Medicaid or MCO Paid Amount           |
| - Report Totals                |   |

- ii. The Contractor shall provide identifying information via SFTP for commercial insurance collections for disposition of funds recovered and adjustment of Medicaid claims.
  - 1. The adjustment data shall include data elements identified below and shall be produced per the specifications furnished by the FI or the Department's designee. NOTE: Excludes carrier overpayments (insurance policy obligation amounts in excess of Medicaid payment).

- Enrollee First and Last Name
- Enrollee Medicaid Identification Number
- Claim type
- Provider Billed Amount
- TPL Payment Amount
- Check Number
- Attending Provider Number
- Carrier Name
- MMIS or MCO ICN
- Date(s) of Service
- Medicaid or MCO Paid Amount
- Pay-In Voucher (PIV) Number
- Billing Provider Number

2. An adjustment data check log shall be produced electronically in an Excel spreadsheet to include data elements identified below:

- Invoice Number
- Name of Third Party Carrier
- Check Number
- Carrier Paid Amount
- Adjustment Data Identification Number
- PIV Number
- Check Date
- Report Totals

iv. Entire payments or additional payments for services and/or beneficiaries not billed by the Contractor, but included in checks for claims billed by the Contractor, shall be entered on a log produced to include data elements identified below:

- Check Number
- Check Date
- Amount Not Billed
- Remitter/Third Party Carrier Name
- Amount of Check Dispositioned

1. Check copies and remittance pages reflecting the services and/or beneficiaries and research notations to assist with identifying beneficiaries shall be attached to the check log.
2. The log with attachments shall be enclosed with each adjustment file. Adjustment reports shall be in an electronic format.

iv. The Contractor shall provide a file which includes all insurance adds and updates to the resource file for all identified third party coverage of Medicaid enrollees within thirty (30) days of receipt of third party payment.

1. The data file shall be produced electronically to include data elements identified below:

- Enrollee First and Last Name
- Enrollee Date of Birth
- Enrollee SSN
- Policy Number
- Beginning Date of Coverage
- Scope of Coverage
- Contractor’s Initiator Code
- Enrollee Medicaid Identification Number
- Policyholder Information
- Carrier Code
- Group Number
- Ending Date of Coverage
- Support Enforcement (SES) Initiator Code

- v. The Contractor shall review FI-generated updates, reject reports, and complete updates within five (5) business days.
- vi. The Contractor shall notify the Department of carrier code additions and/or updates.
- vii. The Contractor shall maintain a provider relations hotline with sufficient staff to fulfill the contract requirements related to Medicaid recovery Monday through Friday, 8am5pm CT, excluding Louisiana state holidays and weekends.



- b. Annual Hospital Credit Balance Reviews
  - i. The Contractor shall provide identifying information via SFTP for recoupment of claims submitted to providers to bill carriers.
    1. The recoupment data shall include data elements identified below and shall be produced per the specifications furnished by the FI or the Department's designee.
 

- Enrollee First and Last Name	- Enrollee Medicaid Identification Number
- Claim Type	- Date(s) of Service
- Date(s) of Payment	- MMIS or MCO Internal Control Number (ICN)
- Provider Billed Amount	- Medicaid or MCO Paid Amount
- Recoupment Amount	- Billing Provider Number
- Attending Provider Number	
    2. A recoupment data log shall be produced electronically in an Excel spreadsheet to include data elements identified below:
 

- Invoice Number	- Recoupment Data Identification Number
- Enrollee First and Last Name	- Beginning Date of Service
- Ending Date of Service	- MMIS or MCO Internal Control Number (ICN)
- Provider Billed Amount	- Medicaid or MCO Paid Amount
- Recoupment Amount	- Report Totals
  - ii. The Contractor shall maintain a provider relations hotline with sufficient staff to fulfill the contract requirements related to Medicaid provider overpayments Monday through Friday, 8am-5pm CT, excluding Louisiana state holidays and weekends.
- c. Verified Cost Avoidance Records / File Maintenance
  - i. The Contractor shall complete all insurance add/update requests from LDH, managed care organizations, providers, and members as follows:
    1. Emergency – policies termed within four (4) business hours (For purposes of this contract, emergency is defined as the inability of a enrollee to have a prescription filled because of incorrect third party insurance coverage on the resource file OR any emergency as determined by LDH).
    2. Non-emergency – verified add/update within five (5) business days.
    3. Insurance adds/updates shall contain the following:
 

- Enrollee First and Last Name	- Enrollee Medicaid Identification Number
- Enrollee SSN	- Enrollee Date of Birth
- Policyholder Information	- Carrier Code
- Policy Number	- Group Number
- Beginning Date of Coverage	- Ending Date of Coverage
- Scope of Coverage	- Contractor's Initiator Code
- SES Initiator Code	
    4. The Contractor shall submit a nightly electronic file to the FI or the Department's designee in the specified format with all verified insurance adds and updates. The data file shall, at a minimum, contain the following:
 

- Enrollee First and Last Name	- Enrollee Medicaid Identification Number
- Enrollee SSN	- Enrollee Date of Birth
- Policyholder Information	- Carrier Code
- Policy Number	- Group Number
- Beginning Date of Coverage	- Ending Date of Coverage
- Scope of Coverage	- Contractor's Initiator Code
- SES Initiator Code	
    5. The Contractor shall review FI-generated updates reject reports and complete updates within five (5) business days.

6. The Contractor shall re-verify all policies on the resource file, at a minimum, on a quarterly basis **through June 30, 2018. Effective July 1, 2018 the Contractor shall no longer be required to perform a quarterly reverification of all policies.**

7. The Contractor shall perform the following tasks to update, add, and inactivate carrier information:

- Eliminate duplicate entries;
- Validate entries;
- Inactivate carrier codes of companies that have been acquired, merged or liquidated;
- Undertake a process prior to each carrier code consolidation that identifies all enrollees impacted by the change and crosswalk enrollees under the old code to the new carrier code;
- Inactivate carrier codes that are consolidated; and
- Request new carrier codes from the FI or the Department's designee, as necessary. All Blue Cross/Blue Shield carriers shall be coded with the host plan.

8. The Contractor shall maintain an appropriately-staffed call center/verification unit with sufficient staff to fulfill the contract requirements related to cost avoidance and file maintenance Monday through Friday, 8am-5pm CT excluding Louisiana state holidays and weekends.

9. HMS shall receive from LDH, SSA files to verify other insurance information one time per quarter. Information received from SSA files will be verified and returned on the nightly file within 45 business days of receipt

d. Medicare Recovery Process

- i. The Contractor shall maintain an appropriately-staffed call center/verification unit with sufficient staff to fulfill the contract requirements related to recovery services Monday through Friday, 8am-5pm CT excluding Louisiana state holidays and weekends.
- ii. Medicare recoveries shall be coordinated with the Department to ensure non-duplication and timely filing assurance.
- iii. An SFTP file of the FI's monthly Medicare void/adjustment data will be provided to the Contractor.
- iv. After receipt of the FI's monthly Medicare void/adjustment data, the Contractor shall prepare correspondence to providers advising them of the amount of Medicaid payments to be voided/adjusted. Correspondence should be mailed to the providers within five (5) business days of the receipt of the data from the FI or the Department's designee in order to allow timely claim submittal by the provider to the carrier. The project will close in thirty (30) calendar days and the Contractor shall submit a void file in an approved format identifying the claims from the Medicare project within fifteen (15) business days of the close of the project.
- v. Within five (5) business days of notification from the FI or the Department's designee that the void file has processed, the Contractor shall prepare and submit data to LDH for manual recoupment of the claims which failed to void or adjust electronically. The Contractor shall be responsible for resolving and responding to provider inquiries and deleting the claims to be voided/adjusted if so indicated.

e. Deposit System

- i. The Contractor shall ensure that the liable third parties shall submit payment to LDH. Collections shall be handled through a Louisiana based bank security deposit system, such as a "lock box." (The Contractor is responsible to set up and pay for all costs associated with this security deposit system.) The bank shall transfer the deposits to a LDH fiscal account within twenty-four (24) hours of receipt. The bank shall provide images of all checks, remittance notices, and any other information sent by the third parties to LDH fiscal. The Contractor shall make copies of checks and remittance notices available to LDH upon request at no cost to the Department.
- ii. The Contractor shall provide a monthly detailed list of the checks transmitted to LDH fiscal by an electronic file, in the format specified by LDH fiscal, along with an electronic report in an

agreed-upon format. The LDH fiscal section will add a PIV number to the file and return the file to the Contractor. The Contractor is responsible for including the PIV number with the other related data in the adjustment file. Information contained on the file shall include but not be limited to:

- |                           |                   |                |
|---------------------------|-------------------|----------------|
| -Total Amount per Deposit | - Date of Deposit | - Carrier Name |
| - PIV Number              | - Check Number    |                |
| - Check Date              | - Check Amount    |                |

**f. Refunds**

- i. The Contractor shall notify the Department of any refunds due carriers or providers when it has been determined that a carrier paid the claim or when a provider claim was voided/adjusted and a refund is due. Notification shall include, but not be limited to, the following data elements:

- |                                  |   |
|----------------------------------|---|
| - Enrollee First and Last Name   | - Enrollee Medicaid Identification Number       |
| - Carrier/Provider Name (Pay To) | - Carrier Mailing Address                       |
| - LDH Provider ID Number         | - Refund Amount                                 |
| - Original Check Amount          | - Check Date                                    |
| - Check Number                   | - MMIS or MCO ICN ( of approved original claim) |
| - RA ICN (of voided claim)       | - RA ICN (of approved original claim)           |
| - Date of Service                | - Reason for refund (with supporting documents) |

- ii. The Contractor shall assure that the refunded amount is credited on the next invoice submitted to the Department.

**g. Follow-up Activities**

- i. The Contractor shall be responsible for follow-up activities associated with identification and collection efforts.
- ii. Follow-up activities may involve, but are not limited to, resolution of coverage or referral to the Commissioner of Insurance in cases where a denial for timely filing or prior authorization is received from a carrier and is less than thirty-six (36) months from date of service.

**h. Additional Contractor Requirements**

- i. The Contractor shall provide for off-site storage and a remote back-up of operating instructions, procedures, reference files, system documentation, and operational files.

**ii. The data back-up policy and procedures shall include, but not be limited to:**

1. Descriptions of the controls for back-up processing, including how frequently back-ups occur;
2. Documented back-up procedures;
3. The location of data that has been backed up (off-site and on-site, as applicable);
4. Identification and description of what is being backed up as part of the back-up plan;
5. A list of all back-up files to be stored at remote locations and the frequency with which these files are updated; and
6. Any change in back-up procedures in relation to the Contractor’s technology changes.

- iii. The Contractor shall provide, at its own expense, its own office space, furniture, equipment, and supplies. The Contractor is not required to locate its office space in the Baton Rouge area; however, the Department shall have the option to require contract performance facilities within East Baton Rouge parish or a contiguous parish if the Department determines at any time that the success of the contract is dependent on immediate and extensive access to the contract staff and resources.

- iv. The Contractor shall obtain prior written approval from the Department for all contract related correspondence including, but not limited to, letters, mass mailings, e-mailings, and call scripts for outbound calls or customer service centers. All proposed correspondence must be submitted via email to the

Department. The Department will only consider correspondence submitted from the Contractor, not subcontractors or vendors.

- v. The Contractor shall produce accurate reports and statistics in a format specified by the Department, and within the timeframe provided by the Department. **Monthly and quarterly reports shall be delivered to LDH no later than 11 business days following the end of the month or end of the quarter being reported.**
- ~~v.~~ vi. **New reports requested by LDH shall be completed within 90 business days of LDH's request.**
- ~~vi.~~ vii. The Contractor shall respond to requests by the Department, state and/or federal auditors or the Centers for Medicare and Medicaid Services (CMS) by deadlines provided by the Department.
- ~~vii.~~ viii. The Contractor shall turn over upon request, at no extra charge to the Department, copies of files and documentation including, but not limited to, manuals, operations manuals, and other documentation relating thereto that are essential to initiation and operation of the Medicaid program.
- ~~viii.~~ ix. The Contractor shall obtain and/or accept from the Department and/or FI documents and reports necessary in the performance of TPL functions.
- ~~ix.~~ x. The Contractor shall use no data or information provided to the Contractor by the Department or its FI (other than to satisfy the requirements of the contract) without the prior written consent of the Department.

#### 4. Staffing Requirements and Qualifications

The Contractor shall:

- a. Maintain an adequate organizational structure and staffing level with sufficient experience to discharge the Contractor's responsibilities and provide this information in writing when requested by the Department.
- b. Maintain an adequate liaison with the Department in connection with contractual responsibilities. Liaison shall be fostered by meetings as needed between the Department and the Contractor. Any request for information from the FI or the Department's designee which is necessary to perform contract-related activities shall be made to the Contract Monitor.
- c. Notify the Department in writing of persons authorized to act on behalf of the Contractor.
- d. Maintain an appropriate level of staff to accomplish the performance requirements of the contract.
- e. Assume complete responsibility for staff training and the cost and timely accomplishment of all contractual responsibilities.
- f. Cooperate fully with any contractors, consultants, or other parties that may be engaged by the Department. Permit access by any other parties, when requested in writing by the Department, to the Medicaid program files, procedures, and records which may be in the possession of or under the control of the Contractor.
- g. Assign a Project Manager dedicated to the day-to-day operations of recovery activities, who possesses a minimum of three (3) years project management experience working with a project of similar size and scope and a minimum of one (1) year working with Medicaid TPL.
  - i. The Project Manager shall take part in weekly conference calls with the Department. The weekly meeting times and days shall be established through mutual agreement between the Department and the Contractor.
  - ii. The Project Manager shall serve as liaison with Department personnel. At a minimum, the Project Manager shall be responsible for problem resolution, assuring that all contract employees are properly trained and supervised, and assuring that appropriate quality control procedures are in place.



- iii. The Project Manager shall be responsible for review of reports, meetings with the Department, establishment of data match contracts with insurance carriers, establishment of overall procedures and management of the contract, daily depositing to

the lock box, and reconciliation of collections to Medicaid payments.

- h. Assign recoveries operational staff responsible for reviewing claims, requesting third party payments, processing collections, and collecting updates to existing coverage and termination of coverage.
  - i. Assign a Project Manager dedicated to the day-to-day operations of hospital credit balance reviews, who possesses a minimum of three (3) years of direct hospital credit balance review management experience working with a project of similar size and scope and a minimum of one (1) year working with Medicaid TPL.
  - i. The Project Manager shall take part in weekly conference calls with the Department. The weekly meeting times and days shall be established through mutual agreement between the Department and the Contractor.
  - j. Assign operational staff to perform the credit balance reviews at a level sufficient to accomplish the performance requirements of the contract.
  - k. Assign a Project Manager dedicated to the day-to-day operations of file maintenance and cost avoidance operations, who possesses a minimum of three (3) years file maintenance project management experience working with a project of similar size and scope and a minimum of one (1) year working with Medicaid TPL.
    - i. The Project Manager shall take part in weekly conference calls with the Department. The weekly meeting times and days shall be established through mutual agreement between the Department and the Contractor.
  - l. Assign operational staff to perform the file maintenance and verification functions at a level sufficient to accomplish the performance requirements of the contract.
  - m. Submit proposed personnel change requests, supervisory level and above, in writing to the Department forty-five (45) business days in advance of the proposed change. Contractor shall provide resumes of personnel proposed for consideration. No personnel change may be made without written approval by the Department. Immediate notification is required should any personnel with access to LDH systems be removed from the contract for any reason.
5. Record Keeping Requirements
- a. Invoices for recoveries may be submitted to the contract monitor for payment authorization after the Department has notified the Contractor that adjustments submitted by the Contractor have been processed successfully. The Department shall be notified within five (5) business days of any checks received in error and provided a list which contains the remitter, check number, check date, and check amount. A copy of the check and all documentation received with the check shall be attached.
  - b. Contractor is responsible for providing minutes from all meetings as specified by the Department to the Department within five (5) business days.
  - c. Contractor shall maintain copies of meeting minutes and copies should be made available per Department request, at no cost to the Department.
6. Reporting Requirements
- The Department reserves the right to require any other reports as deemed necessary.
- a. Project Status Reports
    - i. The Contractor shall provide progress reports with respect to recovery activities, annual hospital credit balance reviews, and file maintenance cost avoidance activities including specified data elements as determined by the Department. Project status reports

shall be prepared and submitted within an agreed-upon time frame between the Department and the Contractor.

b. Billing Reports

- i. The Contractor shall provide access to all billings to include specified data elements as determined by the Department in an agreed-upon format due within two (2) weeks after the date of billing.

c. Invoice Reports

- i. The Contractor shall produce the following adjustment reports which shall include specified data elements as determined by the Department in an agreed-upon format:
  - Recoveries
  - Carrier Overpayments
  - Refunds
  - Payment recouped by Carriers
  - Pay and Chase
  - Summary by Recovery Type
  - Summary of Recovery Subtotal by Carrier
  - Monthly Report by Claim Type
- ii. The Contractor shall produce the following recoupment reports which shall include specified data elements as determined by the Department in an agreed-upon format:
  - 1. Commercial Insurance Recoveries
  - 2. Provider Overpayment Recoveries
  - 3. Medicare Recoveries
  - 4. Refunds

d. Managed Care TPL Report

- i. The Contractor shall report the amount billed and collected for Medicaid enrollees in Managed Care Organizations.

e. Accounts Receivable Reports

- i. Project Accounts Receivable Reports
  - 1. Reports shall be submitted with the invoice. The identified potential accounts receivables shall be classified after a project as being:
    - Denied – an Explanation of Benefits (EOB) received from provider/carrier with a reason identifying that the claim in question was not the responsibility of a third party; or
    - Outstanding – neither payment nor documentation received refuting claim.
  - 2. The identified potential accounts receivables shall continue to be reported on a monthly report to provide an update to the status of each project. This report shall include, as required, six (6) month follow-up activity. The Accounts Receivable Reports shall be submitted monthly for each project until at least ninety percent (90%) of claims have been classified as Collected or Denied.
- ii. Quarterly Accounts Receivable Reports
  - 1. A quarterly accounts receivable report shall be produced in accordance with the requirements of the Department.

f. Carrier Reports

- i. The Contractor shall submit a monthly carrier file report identifying all carriers submitting eligibility files to the Contractor, the date (mm/dd/yyyy) the file is received, the frequency of the submission of the files, and the status of outreach to those carriers that are not providing files.

g. File Maintenance Reports

- The Contractor shall:
- i. Submit a monthly carrier code update report identifying those carrier codes that have been added and carrier codes that have been inactivated.

- ii. Submit a monthly carrier file report identifying all carriers submitting files to the Contractor, the frequency of the submission of the files, and the status of outreach to those carriers that are not providing files.
- iii. iv. Submit a monthly report identifying the date (mm/dd/yyyy) a carrier eligibility file is received, the name of the carrier, the date (mm/dd/yyyy) the carrier eligibility file is verified, and the date (mm/dd/yyyy) that the verified adds or updates are loaded to the resource file.

#### h. Recovery Reports

- i. The Contractor shall provide access to all billings to include specified data elements as determined by the Department in an agreed-upon format due within the time frame as determined by the Department.

### 7. Contingency Plan

- a. The Contractor, regardless of the architecture of its systems, shall develop and be continually ready to invoke a contingency plan to protect the availability, integrity, and security of data during unexpected failures or disasters (either natural or man-made) to continue essential application or system functions during or immediately following failures or disasters. Contingency plans shall include a disaster recovery plan (DRP) and a business continuity plan (BCP). A DRP is designed to recover systems, networks, workstations, applications, etc. in the event of a disaster. A BCP shall focus on restoring the operational function of the organization in the event of a disaster and includes items related to information technology, as well as operational items such as employee notification processes and the procurement of office supplies needed to do business in the emergency mode operational environment. The practice of including both the DRP and the BCP in the contingency planning process is a best practice.
- b. The Contractor shall have a contingency plan no later than thirty (30) business days from the date the contract is signed. At a minimum, the contingency plan shall address the following scenarios:
  - i. The central computer installation and resident software are destroyed or damaged;
  - ii. The system interruption or failure resulting from network, operating hardware, software, or operations errors compromise the integrity of transactions that are active in a live system at the time of the outage;
  - iii. System interruption or failure resulting from network, operating hardware, software, or operations errors compromise the integrity of data maintained in a live or archival system;
  - iv. System interruption or failure resulting from network, operating hardware, software, or operations errors does not compromise the integrity of transactions or data maintained in a live or archival system but does prevent access to the system, such as it causes unscheduled system unavailability;
- c. The contingency plan shall specify projected recovery times and data loss for mission-critical systems in the event of a declared disaster.
- d. The Contractor shall annually test its plan through simulated disasters and lower level failures in order to demonstrate to the Department that it can restore system functions. In the event the Contractor fails to demonstrate through these tests that it can restore system functions, the Contractor shall be required to submit a corrective action plan to the Department describing how the failure shall be resolved within ten (10) business days of the conclusion of the test.

### 8. Transition Plan

This section outlines the requirements of the Contractor during the hand-off to a successor Contractor at the end of the contract term or in the event of contract termination.

- a. The Contractor shall submit a transition/takeover plan which outlines the procedures and timelines to ensure continuity of services. The transition/takeover plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the transition tasks. The transition/takeover plan must be approved by the Department. In addition to the initial transition plan, an updated plan shall be provided to the Department upon the Department's request.
  - b. The transition/takeover plan must include procedures that shall, at a minimum, comply with the following stipulations:
    - i. Upon expiration of the contract term, or upon termination if terminated prior to expiration, all records, reports, worksheets, or any other pertinent materials related to the execution of the contract shall become the property of the Department. The Contractor must provide the Department with all data, documentation, or other pertinent information for the Department or a subsequent contractor to assume the operational activities successfully. This includes correspondence, documentation of ongoing issues, and other operational support documentation. The information must be supplied in media and format specified by the Department and according to the schedule approved by the Department.
    - ii. The Contractor shall transfer all data to the Department or a third party at the sole discretion of the Department and as directed by the Department. All transferred data must be compliant with HIPAA. All relevant data must be received and verified by the Department or the subsequent Contractor. If the Department determines that not all of the data was transferred to the Department or the subsequent Contractor, as required, or the data is not HIPAA compliant, the Department reserves the right to hire an independent contractor to assist the Department in obtaining and transferring all required data and to insure that all the data are HIPAA compliant. The reasonable cost of providing these services will be the responsibility of the Contractor.
    - iii. In the event of contract termination, the Contractor shall transfer all data and nonproprietary systems to the Department or new contractor within the agreed-upon time frame.
  - c. The transition/takeover plan must be adhered to within thirty (30) days of written notification of contract termination, unless other appropriate time frames have been mutually agreed upon by both the Contractor and the Department.
  - d. If the contract is not terminated by written notification as provided above, the Contractor shall propose a transition/takeover plan six (6) months prior to the end of the contract period, including extensions to such period. The plan shall address the possible transition of the records and information maintained to either the Department or a third party designated by the Department.
9. Additional Services
- HMS agrees to allow unlimited access to HMS's product, Elli, by LDH Staff at no additional cost. (Addendum A).

#### C. Liquidated Damages

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the State's payments to the Contractor or if the liquidated damages exceed amounts due from the State, the Contractor will be required to make cash payments for the amount in excess. The State may also delay the assessment of liquidated damages if it is in the best interest of the State to do so. The State may give notice to the Contractor of a failure to meet performance standards, but delay the assessment of liquidated damages in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the State, the State may reassert the assessment of liquidated damages, even following contract termination.
2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
  - a. The duration of the violation;
  - b. Whether the violation (or one that is substantially similar) has previously occurred;
  - c. The Contractor's history of compliance;



- d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers; and
- e. The “good faith” exercised by the Contractor in attempting to stay in compliance.

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- 3. In the event the Contractor fails to perform as required, the Contractor shall pay the Department the specified amounts listed below as agreed liquidated damages. Liquidated damages assessed per quarter shall not exceed eight (8) percent of the contractor’s total quarterly contingency fee payment within the current SFY quarter.

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REQUIREMENT	LIQUIDATED DAMAGES
Contractor shall submit reports in accordance with stated requirements, and/or as agreed upon during contract negotiations with LDH.	A twenty-five (\$25) dollar per business day charge to the Contractor may be imposed per each report for each day after the report due date until the report is received.
Contractor is responsible for providing minutes from all meetings as specified by the Department to the Department within five (5) business days.	A one hundred dollar (\$100) charge to the Contractor may be imposed for each occurrence in which minutes are not received by the Department within five (5) business days.
Contractor shall request approval to make changes of proposed key personnel to the Department.	A one hundred fifty dollar (\$150) per business day charge to the Contractor may be imposed for each day that a change in key personnel is made but not approved by the Department.
Project Manager(s) shall take part in weekly conference calls with the Department.	A one thousand dollar (\$1,000) charge to the Contractor may be imposed for each weekly meeting in which the Project Manager fails to participate without obtaining prior approval from the Department.
Contractor shall have, at a minimum, data match agreements with all health insurance carriers that have more than 1,000 covered lives in the State of Louisiana within ninety (90) calendar days of contract execution.	A one hundred dollar (\$100) per business day charge to the Contractor may be imposed for each data match agreement not obtained for each day beyond ninety (90) calendar days from contract effective date. This charge shall be waived if the Contractor provides sufficient documentation of efforts to obtain data match agreements but specific carriers remain unresponsive.
Contractor shall pursue follow-up on outstanding accounts receivables six (6) months after Contractor issues billings to carriers with the requirement of ninety (90) percent resolution of claims within ninety (90) days of six (6) month follow-up.	A three thousand dollar (\$3,000) charge to the Contractor may be imposed for each project that does not achieve a minimum of ninety percent (90%) resolution of claims within ninety (90) calendar days of six (6) month follow-up. For the purposes of this requirement, project is defined as all billings released in a given month. The liquidated damages will be assessed per project not meeting the performance requirement.
Contractor shall maintain an appropriately staffed call center with adequate staff available Monday through Friday, 8am-5pm CT excluding Louisiana state holidays and weekends.	A five thousand dollar (\$5,000) charge may be imposed for each day that the call center/ verification unit is not open and available to conduct business in accordance with requirements. A five hundred dollar (\$500) per hour charge may be imposed when the call center is not open and available to conduct business for more than two hours as required.

Contractor shall update the resource file by adding, terming, or updating insurance policy information as required.	Payment of fee to the Contractor may be withheld for recovery of Medicaid funds recouped as a result of insurance policy information not being updated as required. In addition, a two hundred seventy-five dollar (\$275) charge to the Contractor may be imposed for each addition, termination, or update of insurance policy information that is not completed as required.
Contractor shall complete annual reviews of every Medicaid hospital provider (approximately 150).	A five hundred dollar (\$500) charge to the Contractor may be imposed for each Medicaid hospital provider review not completed as required.
Contractor shall submit a nightly electronic file to the FI or the Department's designee in the specified format with all verified insurance adds and updates.	A four hundred dollar (\$400) charge to the Contractor may be imposed for each day the nightly electronic file is not submitted as required.
Verified insurance coverage shall be uploaded within thirty (30) calendar days of the data matches. For the purpose of this requirement, data match is defined as policy match that has been identified between LDH Medicaid eligibility and carrier eligibility and as of the date that HMS has verified the policy.	A one thousand dollar (\$1,000) per day charge to the Contractor may be imposed per record per day for each day the record is not loaded within thirty (30) calendar days of the data match.

D. Fraud and Abuse

1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
2. Such policies and procedures must be in accordance with state and federal regulations. The Contractor shall have adequate staffing and resources to investigate incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

E. Technical Requirements

The Contractor must maintain hardware and software compatible with current State requirements which are as follows:

1. For recovery activities, the Contractor shall own, lease or have access to computer facilities to be able to accept electronic data, bill health carriers electronically, data match electronically, and produce Medicaid adjustments and reports through Department designated electronic media;
2. The Contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this Statement of Work and associated RFP;
3. The Contractor should adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this Statement of Work and associated RFP;
4. Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to the State systems or resources which are relevant to successful completion of the requirements of this Statement of Work and associated RFP. The Contractor is also responsible for expenses required for the State to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this Statement of Work and associated RFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs;
5. Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit;

6. Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA Part 164);
7. Any Contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from the State and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards; and
8. All Contractor utilized computers and devices must:
  - a. Be protected by industry standard virus protection software which is automatically updated on a regular schedule;
  - b. Have installed all security patches which are relevant to the applicable operating system and any other system software; and
  - c. Have encryption protection enabled at the Operating System level.

The Contractor must maintain hardware and software compatible with LDH requirements throughout the contract. The Contractor shall provide all supplies and equipment for Contractor staff.

#### F. Subcontracting

1. The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in this Statement of Work and associated RFP. This general requirement notwithstanding, Contractor may enter into subcontractor arrangements; however, Contractor shall acknowledge total responsibility for the entire contract.
2. If the Contractor intends to subcontract for portions of the work, the Contractor should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Contractor under the terms of this Statement of Work and associated RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.
3. Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.
4. For subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts, or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all subcontractors through the following:
  - a. The subcontractor(s) will provide a written commitment to accept all contract provisions; and
  - b. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.
5. The Contractor shall not contract with any other vendor under a business agreement for the furnishing of any good, product, or merchandise, or the supplying of any good or service required by the contract without the express prior written approval of the State. The Contractor shall not substitute any vendor under a business agreement without the prior written approval of the State. For vendor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all vendors through the following:
  - a. The vendor(s) will provide a written commitment to accept all contract provisions; and
  - b. The vendor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.
6. Any work or service by a subcontractor, or the selling, offering to sell, or the furnishing of a specific good, product, or merchandise of a part of the principal contract by a vendor, must be performed within the geographical confines of the continental United States, Alaska, Hawaii, or its territories, including Puerto Rico,

Guam, Virgin Islands of the United States, the Northern Marianas and American Samoa.

G. Compliance with Civil Rights Laws

1. The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.
2. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

H. Insurance Requirements

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Workers' Compensation coverage only. The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1. Minimum Scope and Limits of Insurance

a. Workers' Compensation

Before any work is commenced, the contractor shall maintain during the life of this contract, Workers' Compensation insurance shall be in compliance with the Workers' Compensation laws of Louisiana and of the State of the Contractor's headquarters. Employers' Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee.

b. Commercial General Liability

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

c. Automobile Liability

The contractor shall maintain during the life of the contract such Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

d. Professional Liability (Errors and Omissions)

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

2. Deductibles and Self-Insured Retentions

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

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions: a. General Liability and Automobile Liability Coverage

- i. The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.
- ii. The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance. iii. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

b. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.

c. All Coverage

- i. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 calendar days written notice has been given to the Department. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- ii. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- iii. The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.
- iv. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

4. Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

5. Verification of Coverage

Contractor shall furnish the Department with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Department before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Department reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Department, may be suspended, discontinued or terminated. Failure of the Contractor to purchase



and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

6. Subcontractors

Contractor shall include all subcontractors as insured's 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 Department reserves the right to request copies of subcontractor's Certificates at any time.

7. Workers' Compensation Indemnity

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

8. Indemnification/Hold Harmless Agreement

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract. *Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.*

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to

replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

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

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

I. Resources Available to Contractor

The State will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified. Contractor may recommend additional State staff to be available during the contract.

J. Ownership of Proprietary Data and Work Product

1. Ownership. All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All reports, documents, or other documentation prepared by Contractor exclusively for the State for this contract in connection with the performance of the services contracted for herein and specifically identified as a deliverable or included in the RFP as a report in the Section Reporting Requirements ("Work Product") shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. Other than the rights in the Work Product set forth above, the State shall have no rights, title, or any other interest in other Contractor work product, systems, processes, services or data which (a) are produced or used by Contractor or provided by Contractor to the State as part of or in the course of performing any work or services under this Contract, or (b) are conceived of or made during the term of this Contract; including but not limited to all inventions, improvements, computer programs, algorithms, code, edits, databases, discoveries, ideas, analyses, manuals, processes or process flows, policies, procedures, systems, reports, writings, documentation or materials, or other works made or conceived by Contractor. The State shall not attempt to reverse engineer, de-encrypt, disassemble, copy, or decompile any Contractor Intellectual Property (as defined below) or Work Product.

2. Contractor Intellectual Property.

a. Contractor provides, or in the future may provide, similar consulting services (including but not limited to cost avoidance, commercial insurance recovery services, disallowance, subrogation, health insurance premium payment, audit, and fraud, waste and abuse services) to other clients. Contractor is entitled to use the same information or data and apply the same ideas, inventions, and solutions that is created under this contract to its work for other clients so long as in performing work for Contractor's other clients, Contractor does not use or reveal any Confidential Information of the State (as defined in Section VI.A.1 of the RFP) or any third-party confidential information made available to Contractor by the State that Contractor did not have access to independent of this Contract.

b. For purposes of this Contract, "Contractor Intellectual Property" means proprietary information, templates, processes or process flows, methodologies, algorithms, source code, claim edits, policies, procedures, manuals, scenarios, systems, databases, inventions, patents, know-how and software that either (i) were licensed, created or owned by Contractor prior to the Effective Date of this Contract; or (ii) are subsequently licensed, created or owned by Contractor outside the scope of, and independent from, this Contract. Contractor Intellectual Property includes derivative works based upon improvements to any of the material described in 12.2.(B)(i) or 12.2.(B)(ii) above, provided that the derivative works or improvements shall not contain any Confidential Information of the State or any other information about or relating to the State.

c. As between the State and Contractor, Contractor shall retain sole and exclusive ownership of all right, title, and interest to Contractor Intellectual Property, and the State acknowledges and agrees that it does not now own, neither by virtue of this Contract nor the work or services rendered hereunder shall it acquire, any right, title, and interest in or to the Contractor Intellectual Property, and that all such right, title, and interest is and shall remain owned by Contractor. The State shall not attempt to reverse engineer, de-encrypt, disassemble, or decompile any Work Product or Contractor Intellectual Property.

d. To the extent Contractor Intellectual Property is necessary for the use of the Work Product to be provided under this Contract, Contractor grants to the State for the benefit of the State and its agents, successors and permitted assigns the irrevocable, non-exclusive, worldwide, royalty-free, paid-up right and license to use Contractor's Intellectual Property solely in connection with the State's permitted use of the Work Product for purposes of this Contract.

K. Contract Monitor

All work performed by the Contractor will be monitored by the contract monitor or designee:

Department of Health  
Bureau of Health Services Financing/MMIS  
Bienville Building  
225-342-9076  
628 North 4th Street, 6th Floor  
Baton Rouge, LA 70802  
~~Chris.ourso@la.gov~~

L. Term of Contract

1. The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract shall be three (3) years. With all proper approvals and concurrence with the successful Contractor, the Department may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial three (3) year term.
2. No contract/amendment shall be valid, nor shall the state be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, and the Contractor and has been approved in writing by the OSP director. Total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.
3. No provider recovery projects (i.e., commercial insurance and Medicare) shall begin after January 1, ~~2019~~ **2020** without written Department approval.

4. Upon contract termination, except in the instance of Termination for Cause or Convenience, Contractor shall have an additional period of three (3) months to continue follow-up activities, as contemplated in Section B(3)g of this document, and collect payment on claims originally billed prior to contract expiration ("Run-Out period").

M. Payment Terms

1. Payment of invoices is subject to State approval. Continuation of payment is dependent upon available funding. The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms.
2. The State will make every reasonable effort to make payments within thirty (30) business days of the approval of invoices and under a valid contract. Contractor will not be paid more than the maximum amount of the contract. Contractor shall submit a final invoice to the Department within fifteen (15) business days following the end of the run-out period.
3. Performance Bond  
The successful proposer shall be required to provide a performance (surety) bond in the amount of its total proposal cost to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the Department. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.
4. Invoices may not be filed for less than one thousand dollars (\$1,000) with the exception of the last invoice which shall be for the final amount. Final invoice(s) shall be received within fifteen (15) business days following the end of the run-out period.
5. Invoices shall be in a hard copy format on Contractor letterhead as well as an electronic version to include specified data elements as determined by the Department.
6. Recovery
  - a. Contractor shall receive a contingency fee of 6.5% based on the amount of third party payments collected. Invoices shall be paid after Medicaid claims are successfully collected via adjustment, void, or negative balance transactions.
  - b. Contractor shall be responsible for adding or updating coverage, prior to invoicing the Department, for any recovery made on the behalf of the Department.
7. Annual Hospital Credit Balance Reviews
  - a. Contractor shall receive a contingency fee of 6.5% based on the amount of provider payments collected. Invoices shall be paid after Medicaid provider overpayments are successfully collected via adjustment, void, or negative balance transaction.

**8. File Maintenance and Cost Avoidance**

- a. Contractor shall receive a monthly fee of ~~\$125,000~~ **\$120,000** for maintenance of the resource file for all Medicaid enrollees **beginning July 1, 2018.**





# State of Louisiana

JOHN BEL EDWARDS

GOVERNOR

March 25, 2019

The Honorable Cameron Henry, Chairman  
Joint Legislative Committee on the Budget  
Post Office Box 94062  
Baton Rouge, LA 70804

Dear Representative Henry:

Act 7 of the 2008 2<sup>nd</sup> Extraordinary Legislative Session and Act 20 of the 2009 Regular Legislative Session provided appropriations of State Surplus funding to the Office of Coastal Restoration and Management within the Department of Natural Resources, which is now the Coastal Protection and Restoration Authority (CPRA) within the Executive Department, for coastal protection and restoration projects in accordance with the Coastal Master Plan and Annual Plan. The Acts further provided that approval of the Joint Legislative Committee on the Budget (JLCB) is required for obligations of the funding for any project which has been approved by the CPRA Board. The initial lists of projects were approved by both the CPRA Board and the JLCB, and were subsequently amended and approved by both the CPRA Board and the JLCB. For reference, please find in Attachment I both 2008 and 2009 lists showing the projects currently funded with the surplus funds, as well as the remaining balances for each.

I am writing to request further revisions to the 2008 and 2009 lists in an effort to reprogram funds that are remaining on projects that are completed. We propose to utilize \$11,295,410 from the 2008 allocation and \$4,285,665 from the 2009 allocation, for a total of \$15,581,075, and to reallocate it to six other coastal restoration and flood protection projects. In Attachment II we detail the reprogramming plan by showing the new proposed projects and the corresponding source of funding for each.

We believe it is in the best interest of the State to reprogram the \$15,581,075 to the new projects because it will allow CPRA to further its efforts in coastal restoration and flood protection in accordance with the Comprehensive Master Plan for a Sustainable Coast. Therefore, we would greatly appreciate the opportunity to present this request to the JLCB at its next meeting. Please note that the CPRA Board, at its March 20, 2019 meeting, approved these revisions via a favorable vote of the 2019 Annual Plan, which includes the funding for the projects requested herein.

#### Executive Division

Post Office Box 44027 • Baton Rouge, Louisiana 70804-4027 • The Water Campus • 150 Terrace Avenue • Baton Rouge, Louisiana 70802  
(225) 342-7308 • Fax (225) 342-4674 • <http://www.coastal.la.gov>

An Equal Opportunity Employer

The Honorable Cameron Henry  
March 25, 2019  
Page 2

We look forward to meeting with you and the JLCB to present our proposed reprogramming of 2008 and 2009 Surplus fund appropriations to CPRA. If you have any questions or need additional information, please contact me at 342-7764 or Janice Lansing, Chief Financial Officer, at 342-4698.

Sincerely,



Lawrence B. Haase  
Executive Director

Attachments

c: Janice Lansing, Chief Financial Officer, CPRA  
The Honorable Eric Lafleur, Chairman, Senate Finance Committee

**Coastal Protection and Restoration Authority**  
**2008 and 2009 Surplus Current Funding Allocations, Commitments and Balances**  
**As of March 2019**

**2008 Surplus Funded Projects**

Projects	Funding	Total Expenditures & Commitments	Balance	Project Status
<b>State Match for Federally Funded Hurricane Protection Projects</b>				
Greater New Orleans	\$ 160,500,000.00			
Lake Pontchartrain and Vicinity Project (includes previously committed \$2.5M to accelerate Inner Harbor)	\$ 50,000,000	\$ 38,949,920	\$ 11,050,080	Ongoing
West Bank and Vicinity Project (includes previously committed \$5M to accelerate West Bank)	\$ 50,000,000	\$ 50,000,000	\$ -	Completed
<b>Morganza and Larose</b>				
Morganza to the Gulf Project	\$ 40,000,000	\$ 39,999,202	\$ 798	Completed
Larose to Golden Meadow Project	\$ 15,000,000	\$ 14,630,210	\$ 369,790	Completed
<b>Southwest</b>				
Southwest/Chenier Integrated Project	\$ 3,000,000	\$ 2,128,312	\$ 871,688	Ongoing
Acadiana to the Gulf of Mexico Access Channel (AGMAC) and Hurricane/Ecosystem Protection (Vermillion, Iberia, St. Mary)	\$ 1,500,000	\$ 754,773	\$ 745,227	Completed - proposed for reprogramming
Cameron-Creole Levee Project	\$ 1,000,000	\$ -	\$ 1,000,000	Completed - proposed for reprogramming
<b>State Match for Federally Funded Coastal Restoration Projects</b>				
<b>Barrier Islands/Shorelines</b>	\$ 110,000,000			
Caminada Barrier Shoreline/Elmers Island	\$ 30,000,000	\$ 29,620,083	\$ 379,917	Project completed, but utilizing remaining funds for OM&M
Cameron Shoreline	\$ 15,000,000	\$ 14,999,978	\$ 23	Completed
<b>Diversions</b>				
Bayou Lafourche Phase I	\$ 20,000,000	\$ 19,151,260	\$ 848,740	Project completed, but pending litigation expenses
Myrtle Grove	\$ 7,000,000	\$ 3,944,953	\$ 3,055,047	Ongoing
Hope Canal/Maurepas Diversion	\$ 3,000,000	\$ 3,000,000	\$ -	Completed
Beneficial Use	\$ 20,000,000	\$ 20,000,000	\$ -	Completed
<b>Pipeline Conveyance/Dedicated Dredging</b>				
	\$ 15,000,000	\$ 5,879,824	\$ 9,120,176	Completed - proposed for reprogramming
<b>Innovative Coast-wide Initiatives</b>				
Incentive for Innovative Dredging	\$ 16,000,000	\$ 15,569,993	\$ 430,007	Completed - proposed for reprogramming
Beneficial Use/Mitigation Banking				
Pre-clearing Beneficial Use sites				
Carbon Credits Program				
Programming (NEPA) EIS for Master Plan				
Non-structural Pilot Program				
<b>Emergency Reserve/Accelerated Advancement of High Priority Items</b>				
	\$ 13,500,000	\$ 11,878,147	\$ 1,621,853	Ongoing
<b>TOTAL</b>	\$ 300,000,000	\$ 270,506,656	\$ 29,493,344	Proposed Reprogramming - \$11,295,410



## 2009 Surplus Funded Projects

Projects	Funding	Total Expenditures & Commitments	Balance	Project Status
Southwest La. Hurricane Land Easements, Rights of Ways, Relocation and Disposal Areas (LERRDs)	\$ 193,300,000			
WEST BANK AND VICINITY	\$ 121,300,000	\$ 82,624,777	\$ 38,675,223	Ongoing
LAKE PONTCHARTRAIN AND VICINITY	\$ 72,000,000	\$ 52,519,072	\$ 19,480,928	Ongoing
<b>Southwest La. Flood Projects</b>	<b>\$ 22,690,000</b>			
MORGANZA TO THE GULF	\$ 7,730,000	\$ 7,730,000	\$ -	Ongoing
LAFITTE LEVEE PROTECTION	\$ 7,730,000	\$ 7,593,848	\$ 136,152	Completed
LAROSE TO GOLDEN MEADOW	\$ 4,820,000	\$ 4,820,000	\$ -	Completed
DONALDSONVILLE TO THE GULF	\$ 1,450,000	\$ 114,234	\$ 1,335,766	Completed - proposed for reprogramming
NORTH SHORE HURR FLOOD PROTECTION PLAN	\$ 960,000	\$ 959,528	\$ 472	Completed
<b>South-Central and Southwest La.</b>	<b>\$ 24,660,000</b>			
CAMERON CREOLE LEVEE	\$ 11,600,000	\$ 9,712,839	\$ 1,887,161	Completed - proposed for reprogramming
4-MILE CANAL STORM SURGE REDUCTION CONSTRUCTION	\$ -	\$ -	\$ -	Original project funding allocation of \$6,280,000; balance funding reprogrammed to Bayou Tigre project
BAYOU TIGRE (initially 4-MILE CANAL STORM SURGE REDUCTION CONST)	\$ 185,153	\$ 185,153	\$ -	Reprogrammed allocation of \$6,280,000; balance reprogrammed to North Vermillion Bay project
NORTH VERMILLION BAY SHORELINE PROTECTION (amount reprogrammed from Bayou Tigre)	\$ 6,094,847	\$ 6,094,847	\$ -	Ongoing
MORGAN CITY/ ST MARY FLOOD PROTECTION	\$ 3,870,000	\$ 3,870,000	\$ 0	Completed
DELCAMBRE-AVERY CANAL (E&D)	\$ 970,000	\$ 335,765	\$ 634,235	Completed - proposed for reprogramming
ALEXANDRIA TO THE GULF	\$ 970,000	\$ 970,000	\$ -	Completed
SOUTH CENTRAL COASTAL PLAN	\$ 970,000	\$ 883,765	\$ 86,235	Completed
<b>Other Allocations</b>	<b>\$ 49,350,000</b>			
BENEFICIAL USE (dredge material and twin spans)	\$ 6,290,000	\$ 6,254,993	\$ 35,007	Completed - \$29,999 proposed for reprogramming
BARRIER ISLAND MAINTENANCE PROGRAM	\$ 3,390,000	\$ 563,995	\$ 2,826,005	Ongoing- Expended as maintenance monitoring tasks are needed
CONSERVATION/ RESTORATION PARTNERSHIP	\$ 3,390,000	\$ 3,383,507	\$ 6,494	Completed
ATCH BASIN NATURAL RES INVENTORY & ASSESSMENT	\$ 1,450,000	\$ 1,160,880	\$ 289,120	Completed - proposed for reprogramming
REHAB AND REPAIR OF STATE REST PROJECTS	\$ 1,940,000	\$ 841,760	\$ 1,098,240	Ongoing- Expended as repairs/rehabilitations are identified
RESERVE FUND CONTINGENCY	\$ 13,550,000	\$ 8,054,933	\$ 5,495,067	Ongoing- Expended as need for emergency reserve spending arises
CWPPRA	\$ 14,500,000	\$ 14,056,937	\$ 443,063	Ongoing
INNOVATIVE PROGRAMS	\$ 1,940,000	\$ 1,757,437	\$ 182,563	Completed
UNIVERSITY PARTNERSHIPS	\$ 1,930,000	\$ 1,803,682	\$ 126,318	Completed - \$109,384 proposed for reprogramming
LOUISIANA COASTAL AREA (LCA)	\$ 970,000	\$ 970,000	\$ -	Completed
<b>TOTAL</b>	<b>\$ 290,000,000</b>	<b>\$ 217,261,950</b>	<b>\$ 72,738,050</b>	<b>Proposed Reprogramming - \$4,285,665</b>

**Coastal Protection and Restoration Authority**  
Proposed Reprogramming of 2008 and 2009 Surplus Fund Allocations

Proposed Project Name	Total Proposed Project Budget	Existing Available Project Funding	2008 Surplus Funding Proposed Reprogram	2008 Project Name (s) From Which Funding Is Being Used	2009 Surplus Funding Proposed Reprogram	2009 Project Name (s) From Which Funding Is Being Used
Grand Isle Bayside Segmented Rock Breakwater Project and Habitat Enhancements	\$ 6,500,000	\$ 2,270,440	\$ 4,120,176	Pipeline Conveyance Dedicated Dredging	\$ 109,384	University Partnerships
Lafitte Area Independent Levee District Tidal Protection	\$ 5,000,000	\$ -	\$ 5,000,000	Pipeline Conveyance Dedicated Dredging	\$ -	
St. Bernard Pump Station Repairs	\$ 4,000,000	\$ 1,148,485	\$ 675,234	1)Acadiana to Gulf Access Channel - \$245,227 2)Innovative Coast-wide Initiatives - \$430,007	\$ 2,176,281	1)Cameron Creole Levee - \$1,887,161 2)Atchafalaya Basin Natural Resource Inventory and Assessment - \$289,120
Violet Canal Repairs	\$ 1,000,000	\$ -	\$ 1,000,000	Cameron Creole Levee Project	\$ -	
LaCache Pump Station	\$ 2,000,000	\$ -	\$ -		\$ 2,000,000	1)Donaldsonville to the Gulf - \$1,335,766 2)Delcambre-Avery Canal (E&D) - \$634,235 3)Beneficial Use (Dredge Material and Twin Spans) - \$29,999
South Lafourche Levee District (SLLD) E-South Levee Lift	\$ 500,000	\$ -	\$ 500,000	Acadiana to Gulf Access Channel	\$ -	
<b>TOTAL</b>	<b>\$ 19,000,000</b>	<b>\$ 3,418,925</b>	<b>\$ 11,295,410</b>		<b>\$ 4,285,665</b>	