



SENATOR BODI WHITE
CHAIRMAN

JOINT LEGISLATIVE COMMITTEE ON THE BUDGET

STATE CAPITOL
P.O. BOX 44294, CAPITOL STATION
BATON ROUGE, LOUISIANA 70804
(225) 342-2062

REPRESENTATIVE JEROME ZERINGUE
VICE-CHAIRMAN

REVISED

NOTICE OF MEETING

Friday
September 18, 2020
9:30 AM
House Chamber

A G E N D A

REMOVED AGENDA #8.A.

I. CALL TO ORDER

II. ROLL CALL

III. BUSINESS

1. Fiscal Status Statement and Five-year Baseline Budget
2. BA-7 Agenda
3. Facility Planning and Control - Capital Outlay Change Orders
4. Update from the Louisiana Workforce Commission on unemployment and layoff notifications.
5. Review and approval of contract amendments to the contract between the Office of Technology Services and Sovereign Sportsman Solutions, LLC, in accordance with the provisions of R.S. 39:1615(J).
6. Review and approval of contract amendments to the contract between the Office of Technology Services and the IBI Group, on behalf of the Department of Transportation and Development (DOTD), in accordance with the provisions of R.S. 39:1615(J).
7. Review of contract amendments to the contract between the Office of Technology Services and Midwestern Software Solutions (MS2), on behalf of the Department of Transportation and Development (DOTD), in accordance with the provisions of R.S. 42:802.

8. Office of Group Benefits

- A. ~~Review and approval of the emergency contract between the Office of Group Benefits and CaremarkPCS Health, LLC d/b/a CVS Health, for pharmacy benefit manager services, in accordance with the provisions of R.S. 42:802.~~
- B. Review and approval of contract amendments to the contract between the Office of Group Benefits and Discovery Benefits, LLC (formerly Discovery Benefits, Inc.) for COBRA and FSA administration services, in accordance with the provisions of R.S. 39:1615(J).
- C. Review of the contract between the Office of Group Benefits and Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana, for medical third-party services in accordance with the provisions of R.S. 42:802.
- D. Review of the contract between the Office of Group Benefits and Willis Towers Watson (formerly Extend Health, Inc.) for Individual Market Medicare Exchange Broker with administrative services for health reimbursement arrangement in accordance with the provisions of R.S. 42:802.

9. Review of contract amendments to the contract between the Office of Technology Services and Northwoods Consulting Partners, Inc., on behalf of the Louisiana Department of Children and Family Services, in accordance with the provisions of R.S. 39:1615(J).

10. Report from the Commissioner of Administration regarding COVID-19 Federal Funding in accordance with Act 1, Section 2(B), of the 2020 First Extraordinary Session of the Legislature.

11. Report from the Commissioner of Administration regarding expenditures by category in accordance with Act 1, Section 20, of the 2020 First Extraordinary Session of the Legislature.

12. Report from the Commissioner of Administration regarding the deficit avoidance plan in accordance with Act 1, Section 21, of the 2020 First Extraordinary Session of the Legislature.

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

V. ADJOURNMENT

Persons who do not feel comfortable giving testimony in person may submit a prepared statement in lieu of appearing before the committee. A person who files a prepared statement which contains data or statistical information shall include in such prepared statement sufficient information to identify the source of the data or statistical information such as the publication, website, person, or other source from which the data or statistical information contained in the prepared statement was obtained by the person or persons who prepared the

statement.

Statements may be emailed to gasconr@legis.la.gov and must be received by the committee secretary at least three hours prior to the meeting to be included in the record for this committee meeting.

Audio/visual presentations, such as PowerPoint, must be received by the committee secretary at gasconr@legis.la.gov at least twenty-four hours PRIOR to the scheduled start of the committee meeting for review and prior approval. Thumb drives will NOT be accepted.

Persons desiring to participate in the meeting should utilize appropriate protective health measures and observe the recommended and appropriate social distancing.

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

BODI WHITE, CHAIRMAN

JOINT LEGISLATIVE COMMITTEE ON THE BUDGET
GENERAL FUND FISCAL STATUS STATEMENT
FISCAL YEAR 2020-2021
(\$ in millions)

September 18, 2020

	AUGUST 2020	SEPTEMBER 2020	SEPTEMBER 2020 Over/(Under) AUGUST 2020
<u>GENERAL FUND REVENUE</u>			
Revenue Estimating Conference, July 30, 2020	\$9,160.400	\$9,160.400	\$0.000
Use of the Budget Stabilization Fund	\$90.063	\$90.063	\$0.000
FY 19-20 Revenue Carried Forward into FY 20-21	\$0.000	\$67.301	\$67.301
Total Available General Fund Revenue	\$9,250.463	\$9,317.764	\$67.301
<u>APPROPRIATIONS AND REQUIREMENTS</u>			
Non-Appropriated Constitutional Requirements			
Debt Service	\$432.253	\$432.253	\$0.000
Interim Emergency Board	\$1.323	\$1.323	\$0.000
Revenue Sharing	\$90.000	\$90.000	\$0.000
Total Non-Appropriated Constitutional Requirements	\$523.576	\$523.576	\$0.000
Appropriations			
General (Act 1 of 2020 1ES)	\$8,495.886	\$8,563.187	\$67.301
Ancillary (Act 11 of 2020 1ES)	\$0.000	\$0.000	\$0.000
Judicial (Act 7 of 2020 1ES)	\$152.057	\$152.057	\$0.000
Legislative (Act 8 of 2020 1ES)	\$61.243	\$61.243	\$0.000
Capital Outlay (Act 2 of 2020 1ES)	\$0.000	\$0.000	\$0.000
Total Appropriations	\$9,232.762	\$9,300.063	\$67.301
Other Requirements			
Funds Transfer Bill (Act 10 of 2020 1ES)	\$3.001	\$3.001	\$0.000
Total Other Requirements	\$3.001	\$3.001	\$0.000
Total Appropriations and Requirements	\$9,235.763	\$9,303.064	\$67.301
General Fund Revenue Less Appropriations and Requirements	\$14.700	\$14.700	\$0.000

II. FY 2018-2019 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), the first budget status report presented after October 15th shall reflect the fund balance for the previous fiscal year.

III. Current Year Items Requiring Action

Fiscal Impact of Act 14 of the 1st Extraordinary Legislative Session - Dedicated Funds*

\$6.60

Items Requiring Action Total

\$6.6

**Action of the JLCB at the August 14, 2020 meeting acknowledging the legislature's intent to utilize the remaining FY21 SGF resources to offset the dedicated fund revenue impact of Act 14 of the 1st Extraordinary Legislative Session of 2020.*

IV. Horizon Issues Not Contained in 5-Year Plan

Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)

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 FY21 at the earliest and Katrina FY23, but could extend beyond the 5-year baseline projection window.

Hurricane & Storm Damage Risk Reduction System

In 2008, the State of Louisiana through the Coastal Protection & Restoration Authority Board entered into a Project Partnership Agreement with the U.S. 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 and accepted.

There is federal legislation pending passage by the U.S. Congress that includes changes to the Water Resources Act of 1986 (Section 103k) that adds an interest relief provision and a project crediting provision. The HSDRRS project meets the criteria outlined in the draft language for renegotiating the terms and conditions. The criteria include, projects that have been delayed 5 or more years, have exceeded 10 years of construction and have construction interest that exceeds \$45 million. Since the HSDRRS meets all criteria and to the extent the federal legislation is enacted, the state would be able to renegotiate terms and conditions of the payment arrangement.

**FIVE YEAR BASE LINE PROJECTION
STATE GENERAL FUND SUMMARY
APPROPRIATED**

	Prior Fiscal Year 2019-2020	Current Fiscal Year 2020-2021	Projected Fiscal Year 2021-2022	Projected Fiscal Year 2022-2023	Projected Fiscal Year 2023-2024
REVENUES:					
Taxes, Licenses & Fees	\$11,991,900,000	\$11,534,800,000	\$12,243,800,000	\$13,065,200,000	\$13,713,000,000
Less Dedications	(\$2,399,000,000)	(\$2,374,400,000)	(\$2,448,000,000)	(\$2,548,000,000)	(\$2,787,400,000)
TOTAL REC REVENUES	\$9,592,800,000	\$9,160,400,000	\$9,795,800,000	\$10,517,200,000	\$10,925,600,000
ANNUAL REC GROWTH RATE		-4.51%	6.94%	7.36%	3.88%
Other Revenues:					
Carry Forward Balances	\$87,891,744	\$67,301,068	\$0	\$0	\$0
Use of Budget Stabilization Fund	\$0	\$90,062,911	\$0	\$0	\$0
Total Other Revenue	\$87,891,744	\$157,363,979	\$0	\$0	\$0
TOTAL REVENUES	\$9,680,691,744	\$9,317,763,979	\$9,795,800,000	\$10,517,200,000	\$10,925,600,000
EXPENDITURES:					
General Appropriation Bill (Act 1 of 2020 1ES)	\$8,970,450,938	\$8,495,885,736	\$9,682,293,207	\$9,815,301,055	\$9,942,305,706
Ancillary Appropriation Bill (Act 11 of 2020 1ES)	\$0	\$0	\$12,647,824	\$16,771,664	\$21,039,838
Non-Appropriated Requirements	\$539,966,015	\$523,576,086	\$560,555,954	\$572,306,178	\$583,850,157
Judicial Appropriation Bill (Act 7 of 2020 1ES)	\$151,460,091	\$152,056,972	\$153,890,906	\$155,832,791	\$157,823,223
Legislative Appropriation Bill (Act 8 of 2020 1ES)	\$62,472,956	\$61,242,871	\$61,303,282	\$61,303,279	\$61,303,276
Special Acts	\$0	\$0	\$10,162,436	\$10,162,436	\$10,162,436
Capital Outlay Bill (Act 2 of 2020 1ES)	\$0	\$0	\$0	\$0	\$0
TOTAL ADJUSTED EXPENDITURES (less carryforwards)	\$9,724,350,000	\$9,232,761,665	\$10,480,853,609	\$10,631,677,403	\$10,776,484,636
ANNUAL ADJUSTED GROWTH RATE		-5.06%	13.52%	1.44%	1.36%
Other Expenditures:					
Carryforward BA-7s Expenditures	\$87,891,744	\$67,301,068	\$0	\$0	\$0
Supplemental Bill (Act 255 of 20 RS); Funds Bills (Act 362 of 2019 RS and Act 10 of 20 1ES)	(\$131,550,000)	\$3,001,000	\$0	\$0	\$0
27th Pay Period occurring in FY22-23	\$0	\$0	\$0	\$66,265,921	\$0
Total Other Expenditures	(\$43,658,256)	\$70,302,068	\$0	\$66,265,921	\$0
TOTAL EXPENDITURES	\$9,680,691,744	\$9,303,063,733	\$10,480,853,609	\$10,697,943,324	\$10,776,484,636
PROJECTED BALANCE	\$0	\$14,700,246	(\$685,053,609)	(\$180,743,324)	\$149,115,364

Oil Prices included in the REC forecast.

\$46.42

\$32.17

\$45.92

\$51.68

\$54.30

JOINT LEGISLATIVE COMMITTEE ON THE BUDGET

BA-7 AGENDA

September 2020

A. Fiscal Status Statement

B. 5-Year Base Line Projection

C. Regular BA-7s

- | | | |
|---|------|--|
| 1 | VET | Department of Veterans Affairs
(03-130) Department of Veterans Affairs |
| 2 | ELOF | Department of State
(04-139) Secretary of State |
| 3 | CRT | Department of Culture, Recreation and Tourism
(06-262) Office of State Library of Louisiana |
| 4 | WFIS | Department of Wildlife and Fisheries
(16-513) Office of the Wildlife |
| 5 | OREQ | Other Requirements
(20-941) Agriculture and Forestry – Pass Through Funds |



Christopher A. Keaton
Legislative Fiscal Officer

STATE OF LOUISIANA

Legislative Fiscal Office
BATON ROUGE

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To: The Honorable Mack "Bodi" White, Chairman
Joint Legislative Committee on the Budget
The Honorable Members of the Joint Legislative Committee on the Budget

From: Christopher A. Keaton, Legislative Fiscal Officer
Alan Boxberger, LFO Staff Director *AMB CAK*

Date: September 11, 2020

Subject: Joint Legislative Committee on the Budget
Meeting September 18, 2020

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

The LFO recommends approval of BA-7's #2-5 and approval of BA-7 #1 contingent upon receipt of written approval of the federal grant award from the U.S. Department of Veterans Affairs.

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

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

DEPARTMENT: Veterans Affairs

AGENDA NO.: 1

AGENCY: Department of Veterans Affairs

ANALYST: Tim Mathis

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Administrative	\$0	0
Interagency Transfers:	\$0	Claims	\$0	0
Self-Generated Revenue:	\$120,000	Contact Assistance	\$0	0
Statutory Dedications:	\$0	State Approval Agency	\$0	0
Federal Funds:	\$0	State Veterans Cemetery	\$120,000	0
Total	<u>\$120,000</u>	Total	<u>\$120,000</u>	<u>0</u>

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase expenditure authority out of self-generated revenues in the amount of \$120,000 in FY 21 for the Cemetery Program in the Department of Veterans Affairs (LDVA) to cover the upfront costs for the expansion of the Northwest Louisiana Veterans Cemetery in Keithville, LA. The source of SGR is derived from burial fees of spouses of the veterans. It is expected that these upfront costs will be reimbursed by the U.S. Department of Veterans Affairs, National Cemetery Administration once the project has been completed.

The \$120,000 will be sent to Facility Planning & Control to fund the project design through final Bid Document preparation, surveys, and other upfront costs. The Northwest Louisiana Veterans Cemetery expansion project will add 1,520 pre-placed burial crypts and sufficient columbarium walls to accommodate 620 niches with columbarium walls, irrigation systems, landscaping, signage, benches, and other furnishings.

In 2018, the LDVA applied for \$2.2 M federal grant from the U.S. Department of Veterans Affairs. As of September 2020, the LDVA federal grant application has not received approval from the U.S. Department of Veterans Affairs. According to LDVA staff, approval was delayed due to the use of an outdated form that did not sufficiently convey the limited interment capacity of the cemetery. LDVA staff has received verbal assurances from the U.S. Department of Veterans Affairs that the grant will be approved by October 1, 2020, at which point federal funds will be available to begin construction.

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, contingent upon receipt of written approval of the federal grant award from the U.S. Department of Veterans Affairs.

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

DEPARTMENT: State

AGENDA NO.: 2

AGENCY: Secretary of State

ANALYST: Patrice Thomas

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Administrative	\$0	0
Interagency Transfers:	\$0	Elections	\$4,937,116	0
Self-Generated Revenue:	\$0	Archives & Records	\$0	0
Statutory Dedications:	\$4,937,116	Museum & Other Operations	\$0	0
Federal Funds:	\$0	Commercial	\$0	0
Total	<u>\$4,937,116</u>	Total	<u>\$4,937,116</u>	<u>0</u>

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Statutory Dedications budget authority by \$4,937,116 in the Help LA Vote Fund, Election Administration within the Elections Program. The original source of revenue is Federal funds from the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

The CARES Act included the new Help America Vote Act (HAVA) emergency funds to prevent, prepare, and respond to the coronavirus for the 2020 federal election cycle. Louisiana was allocated \$6,212,616 of CARES Act/HAVA emergency funds with a required state match of \$1,218,012. Instead of using SGF to meet the state match requirement, the Secretary of State (SOS) will utilize the fair market value of personal protection equipment (PPE) received from the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) as an in-kind contribution.

In FY 20, the SOS expended \$1,275,500 of CARES Act funding. This BA-7 request appropriates the remaining \$4,937,116 of CARES Act funding. All CARES Act funds must be expended during the 2020 Federal election cycle on COVID-19 expenses. Any expense relating to the 2020 federal election cycle that is pandemic related expense is eligible to be covered by CARES Act funding. Normal election expenses incurred during these cycles are not eligible.

Expenditure authority for this BA-7 request is as follows:

Other Charges - \$4,937,116

Eligible expenditures include pandemic related expenses for the 2020 federal election cycle related to the protection of the health and safety of poll workers, staff, and voters. Expenditures include, but are not limited to, PPE, acquisitions, social distancing supplies, additional early voting days and related expenses (if approved by the legislature and governor), additional absentee ballots and related postage, delivery of PPE, advertisements, mail outs, and media campaigns, and training for commissioners.

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: Culture, Recreation & Tourism

AGENDA NO.: 3

AGENCY: State Library

ANALYST: Monique Appeaning

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Library Services	\$300,000	0
Interagency Transfers:	\$0			
Self-Generated Revenue:	\$300,000			
Statutory Dedications:	\$0			
Federal Funds:	\$0			
Total	<u>\$300,000</u>	Total	<u>\$300,000</u>	<u>0</u>

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase \$300,000 SGR for the Office of State Library (OSL) in the Department of Culture, Recreation and Tourism that will be used to pay a portion of certain electronic resources.

Revenue

The \$300,000 SGR revenue source is from fees paid by public libraries across the state. This amount represents the amount OSL determined was needed from public libraries for expenditures associated with electronic services (for more information see the expenditure section below).

The historical revenue collection from the public libraries are: FY 16 = \$200,000, FY 17 = \$200,000, FY 18 = \$468,841, FY 19 = \$468,464 and FY 20 = \$468,112. As reported by OSL, during the prior fiscal years the agency classified this revenue as a return of appropriation to SGF. This BA-7 request is to provide the appropriate budget authority needed to reflect this fee as SGR for FY 21, making this amount eligible for state match of federal funds.

NOTE: The Division of Administration, Office of Statewide Reporting and Policy defines a return of appropriation as - *monies returned to an agency that were expended during an open fiscal year.*

Expenditures

The expenditures associated with this BA-7 represent a pro-rata allocation of 19.38% of the overall expenditures totaling \$1,548,261 for Electronic Resources. The remaining pro-rata allocations are 14.62% for State Library and 66% for Federal.

<u>Vendor</u>	<u>Public Library</u>	<u>State Library</u>	<u>Federal</u>	<u>Total</u>
Amigos (AutoGraphics)	\$21,863	\$16,500	\$74,470	\$112,833
Gale Legal Forms (Cengage)	\$23,523	\$17,753	\$80,124	\$121,400
EBSCO – Book Index	\$5,292	\$3,994	\$18,025	\$27,311
EBSCO – General Package	\$98,614	\$74,424	\$335,896	\$508,934
EBSCO – Learning Express Library	\$10,402	\$7,850	\$35,431	\$53,683
Pronunciator – Language Learning Database	\$15,308	\$11,553	\$52,140	\$79,001
Tumbleweed – Tumble Book Library & Teen Book Cloud	\$28,096	\$21,204	\$95,700	\$145,000
HomeworkLA (Tutor.com)	<u>\$96,883</u>	<u>\$73,117</u>	<u>\$330,000</u>	<u>\$500,000</u>
Sub-Total	\$299,981	\$226,395	\$1,021,786	\$1,548,162
Not identified	<u>\$19</u>	<u>\$14</u>	<u>\$66</u>	<u>\$99</u>
Total	<u>\$300,000</u>	<u>\$226,409</u>	<u>\$1,021,852</u>	<u>\$1,548,261</u>

A brief description below provides information on the vendors listed above.

- Amigos provides the statewide integrated library system from Autographics (Loanshark), which is the online database of Louisiana library materials. It is the interface that the libraries use to share library materials with other libraries statewide, commonly referred to as interlibrary loan.

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LEGISLATIVE FISCAL OFFICE ANALYSIS OF BA-7 REQUEST

- Gale Virtual Reference Library (Cengage) offers translation of articles from English to Spanish.
- EBSCO will translate the interface into Spanish. In addition, several databases in the EBSCO host interface offer articles in Spanish covering a variety of subject areas. This includes, but is not limited to the following: Academic Search Complete, eBook Collection, Business Source Complete, Humanities International Complete Library, Information Science & Technology Abstracts, Literary Reference Center, MEDLINE, SocINDEX with Full Text and SPORTDiscus.
- HomeworkLA (Tutor.com) offers live tutoring for grades 2- through college, job help, and citizenship test studies for adults.
- Pronunciator provides language learning for Spanish speakers with 80 languages to choose from, and practice of English as a Second Language (ESL).
- TumbleBookLibrary provides Spanish language and Spanish/English bilingual animated storybooks.

NOTE:

OSL has a yearly subscription to electronic resources that all public libraries in Louisiana use to serve patrons. The public libraries are not charged per use, but rather each public library system pays a portion towards the state match requirement (which is 34% of the total cost) in order for OSL to be able to use its federal funds to pay the remaining 66%.

OSL provides these on-line resources to all 340 libraries because the public libraries would not be able to afford them. OSL has a statewide agreement with these vendors to provide these online resources to all of the 340 public libraries in the state. There is a huge overall cost savings of 8 to 1 as reported by OSL. This statewide agreement also gives OSL leverage with the vendors to request enhancements and improvements to the resources, to get a quick response to any service issues and most importantly to stave off regular cost increases.

II. IMPACT ON FUTURE FISCAL YEARS

If these funds continue to be budgeted as Self-Generated Revenue in future fiscal years, it will have a positive impact on the state's maintenance of effort for matching federal funds.

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: Wildlife & Fisheries

AGENDA NO.: 4

AGENCY: Office of Wildlife

ANALYST: Rebecca Robinson

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Wildlife	\$90,000	0
Interagency Transfers:	\$0			
Self-Generated Revenue:	\$0			
Statutory Dedications:	\$90,000			
Federal Funds:	\$0			
Total	<u>\$90,000</u>	Total	<u>\$90,000</u>	<u>0</u>

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase statutory dedications out of the Conservation - Waterfowl Account in the amount of \$90,000 for the Office of Wildlife within the Department of Wildlife & Fisheries (LDWF).

LDWF has partnered with Ducks Unlimited on a project to improve conditions for waterfowl in the Russell Sage Wildlife Management Area (WMA) through June 30, 2021. The total funding for the project is \$1.5 M, with funding coming from a federal grant, Ducks Unlimited, and LDWF. LDWF's portion is funded by the statutorily dedicated Louisiana Duck License, Stamp, and Print Fund and contributes \$100,000 each year in FY 19 through FY 21, for a total of \$300,000. The request for the \$90,000 increase is to fund an additional survey and will bring LDWF's total contribution to \$390,000.

Funds in the Waterfowl Account are derived from the sale of Ducks Unlimited license plates and shall be used solely for the purpose of conserving, restoring, and enhancing migratory waterfowl habitat in Louisiana and specific expenditures shall be made in consultation with Ducks Unlimited. LDWF requests the additional \$90,000 needed for this project from the Waterfowl Account (current fund balance of \$267,259). LDWF will amend the Cooperative Endeavor Agreement with Ducks Unlimited to reflect the new funding source and the additional contribution upon approval of this BA-7.

II. IMPACT ON FUTURE FISCAL YEARS

Approval of this BA-7 request will not have any 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: Other Requirements

AGENDA NO.: 5

AGENCY: Agriculture & Forestry - Pass Through Funds

ANALYST: Patrice Thomas

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Agriculture & Forestry Funds	\$1,000,000	0
Interagency Transfers:	\$0			
Self-Generated Revenue:	\$0			
Statutory Dedications:	\$1,000,000			
Federal Funds:	\$0			
Total	<u>\$1,000,000</u>	Total	<u>\$1,000,000</u>	<u>0</u>

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Statutory Dedications budget authority by \$1 M in the Forestry Productivity Fund within the Forestry Productivity Program (FPP). The original source of revenue is the severance tax on timber. As of 9/09/2020, the unobligated balance in the the Forestry Productivity Fund was \$2,041,983.

The FPP is a cost-sharing program that provides financial assistance to landowners for reforestation costs. Cost-share payments cover 75% of total cost up to \$15,000. FPP assistance is available to landowners in all parishes who own a minimum of five contiguous acres suitable for growing a commercially valuable timber species. Each landowner that receives financial assistance is required to maintain their land for forestry usage for 10 years. FPP assistance is accepted on a first-come, first-served basis.

As a result of higher timber prices, landowners have increased the amount of timber cut for sale. Since timber is planted in the winter, landowners are preparing to reforest depleted timberland. Landowners have applied to the FPP program for financial assistance. Currently, the FPP has a budget of \$5 M. The LA Department of Agriculture and Forestry (LDAF) has received applications totaling over \$5.8 M in assistance from landowners. This BA-7 request will appropriate an additional \$1 M from the Forestry Productivity Fund to meet the increased application costs within the FPP program.

The expenditures associated with this BA-7 requested are budgeted in the Other Charges category.


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

DEPARTMENT: Veterans Affairs			FOR OPB USE ONLY			
AGENCY: 130			OPB LOG NUMBER <div style="text-align: center; font-size: 1.5em;">65</div>		AGENDA NUMBER <div style="text-align: center; font-size: 1.5em;">1</div>	
SCHEDULE NUMBER: 130			Approval and Authority:			
SUBMISSION DATE: 8/14/20						
AGENCY BA-7 NUMBER: 2						
HEAD OF BUDGET UNIT: Julie Baxter Payer						
TITLE: Deputy Secretary						
SIGNATURE (Certifies that the information provided is correct and true to the best of your knowledge): 						
MEANS OF FINANCING		CURRENT FY 2020-2021	ADJUSTMENT (+) or (-)		REVISED FY 2020-2021	
GENERAL FUND BY:						
DIRECT		\$10,488,942	\$0		\$10,488,942	
INTERAGENCY TRANSFERS		\$1,754,344	\$0		\$1,754,344	
FEES & SELF-GENERATED		\$1,411,513	\$120,000		\$1,531,513	
Regular Fees & Self-generated		\$0	\$0		\$0	
Subtotal of Fund Accounts from Page 2		\$0	\$0		\$0	
STATUTORY DEDICATIONS		\$115,528	\$0		\$115,528	
Louisiana Military Family Assistance Fund (S07)		\$115,528	\$0		\$115,528	
[Select Statutory Dedication]		\$0	\$0		\$0	
Subtotal of Dedications from Page 2		\$0	\$0		\$0	
FEDERAL		\$1,097,554	\$0		\$1,097,554	
TOTAL		\$14,867,881	\$120,000		\$14,987,881	
AUTHORIZED POSITIONS		117	0		117	
AUTHORIZED OTHER CHARGES		0	0		0	
NON-TO FTE POSITIONS		0	0		0	
TOTAL POSITIONS		117	0		117	
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
Administrative Program	\$4,550,370	16	\$0	0	\$4,550,370	16
Claims Division	\$3,665,978	8	\$0	0	\$3,665,978	8
Contact Assistance Program	\$3,896,772	60	\$0	0	\$3,896,772	60
State Approval Agency	\$472,052	4	\$0	0	\$472,052	4
Cemetery Program	\$2,282,709	29	\$120,000	0	\$2,402,709	29
	\$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
TOTAL	\$14,867,881	117	\$120,000	0	\$14,987,881	117

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

DEPARTMENT: Veterans Affairs	FOR OPB USE ONLY	
AGENCY: 130	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 130		
SUBMISSION DATE: 8/14/20	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 2		

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

MEANS OF FINANCING	CURRENT FY 2020-2021	ADJUSTMENT (+) or (-)	REVISED FY 2020-2021
GENERAL FUND BY:			
FEES & SELF-GENERATED			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$0	\$0	\$0
STATUTORY DEDICATIONS			
[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
SUBTOTAL (to Page 1)	\$0	\$0	\$0

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
SUBTOTAL (to Page 1)	\$0	0	\$0	0	\$0	0

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 for this BA-7 is fees and self-generated revenues. The Department of Veterans Affairs has an expansion project planned for the Northwest La. Veterans Cemetery, Keithville, LA, FPC Project No.: 03-130-19-01, F.03000028. In order for the referenced project to be on the agenda of the Landscape Architect Selection Board, the funds needed to get the project through the design phase must be sent to Facility Planning & Control. The amount needed is \$120,000.00, which covers design through final Bid Document preparation, surveys, etc. The Northwest Louisiana Veterans Cemetery Expansion Project in Keithville, La. will add 1,520 pre-placed burial crypts and sufficient columbarium walls to accommodate 620 niches with columbarium walls, irrigation systems, landscaping, signage, benches and other furnishings. This addition would assure that burial honors for Veterans, their eligible spouses, and dependent children in the Northwest region of the State would continue to be provided.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
GENERAL FUND BY:					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$120,000	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
TOTAL	\$120,000	\$0	\$0	\$0	\$0

3. If this action requires additional personnel, provide a detailed explanation below:
 Additional personnel is not needed.

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

This request cannot be postponed because FP&C has to get the design phase in progress before the expansion project can begin. At the Northwest La. Veterans Cemetery, the current in-ground interment area is anticipated to run out of space by February of 2021.

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 negative impact would be that the agency would not be able to provide burial services for the veterans and their spouses who would utilize the Cemetery Program.

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 2020-2021	ADJUSTMENT (+) OR (-)	REVISED FY 2020-2021

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?)

There is no performance impact on this program.

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 does not have funding available in the current year budget for the design phase to be paid out of the operational funds for this facility. The agency cannot provide needed services to veterans and their families who would utilize this facility and cover the expenses for the design phase of the project.

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:					ADJUSTMENT OUTYEAR PROJECTIONS			
	CURRENT FY 2020-2021	REQUESTED ADJUSTMENT	REVISED FY 2020-2021		FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
GENERAL FUND BY:								
Direct	\$3,620,846	\$0	\$3,620,846		\$0	\$0	\$0	\$0
Interagency Transfers	\$679,902	\$0	\$679,902		\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$81,001	\$0	\$81,001		\$0	\$0	\$0	\$0
Statutory Dedications **	\$115,528	\$0	\$115,528		\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$53,093	\$0	\$53,093		\$0	\$0	\$0	\$0
TOTAL MOF	\$4,550,370	\$0	\$4,550,370		\$0	\$0	\$0	\$0
EXPENDITURES:								
Salaries	\$1,372,223	\$0	\$1,372,223		\$0	\$0	\$0	\$0
Other Compensation	\$500	\$0	\$500		\$0	\$0	\$0	\$0
Related Benefits	\$938,255	\$0	\$938,255		\$0	\$0	\$0	\$0
Travel	\$48,780	\$0	\$48,780		\$0	\$0	\$0	\$0
Operating Services	\$74,159	\$0	\$74,159		\$0	\$0	\$0	\$0
Supplies	\$75,732	\$0	\$75,732		\$0	\$0	\$0	\$0
Professional Services	\$10,000	\$0	\$10,000		\$0	\$0	\$0	\$0
Other Charges	\$1,273,568	\$0	\$1,273,568		\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0		\$0	\$0	\$0	\$0
Interagency Transfers	\$757,153	\$0	\$757,153		\$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
TOTAL EXPENDITURES	\$4,550,370	\$0	\$4,550,370		\$0	\$0	\$0	\$0
POSITIONS								
Classified	8	0	8		0	0	0	0
Unclassified	8	0	8		0	0	0	0
TOTAL T.O. POSITIONS	16	0	16		0	0	0	0
Other Charges Positions	0	0	0		0	0	0	0
Non-TO FTE Positions	0	0	0		0	0	0	0
TOTAL POSITIONS	16	0	16		0	0	0	0
*Dedicated Fund Accounts:								
Reg. Fees & Self-generated	\$0	\$0	\$0		\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0		\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0		\$0	\$0	\$0	\$0
**Statutory Dedications:								
[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 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	\$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
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0

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
TOTAL T.O. POSITIONS	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0

REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 2 NAME: Claims Division

[illegible]

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
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0

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
TOTAL T.O. POSITIONS	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	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: Contact Assistance Program

MEANS OF FINANCING:	CURRENT FY 2020-2021	REQUESTED ADJUSTMENT	REVISED FY 2020-2021	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
GENERAL FUND BY:							
Direct	\$1,539,903	\$0	\$1,539,903	\$0	\$0	\$0	\$0
Interagency Transfers	\$1,074,442	\$0	\$1,074,442	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$1,280,512	\$0	\$1,280,512	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$1,915	\$0	\$1,915	\$0	\$0	\$0	\$0
TOTAL MOF	\$3,896,772	\$0	\$3,896,772	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$2,409,260	\$0	\$2,409,260	\$0	\$0	\$0	\$0
Other Compensation	\$8,580	\$0	\$8,580	\$0	\$0	\$0	\$0
Related Benefits	\$1,001,549	\$0	\$1,001,549	\$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	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$241,016	\$0	\$241,016	\$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
TOTAL EXPENDITURES	\$3,896,772	\$0	\$3,896,772	\$0	\$0	\$0	\$0
POSITIONS							
Classified	60	0	60	0	0	0	0
Unclassified	0	0	0	0	0	0	0
TOTAL T.O. POSITIONS	60	0	60	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
TOTAL POSITIONS	60	0	60	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
[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: Contact Assistance Program

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
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0

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
TOTAL T.O. POSITIONS	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	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 4 NAME: State Approval Agency

MEANS OF FINANCING:	CURRENT FY 2020-2021	REQUESTED ADJUSTMENT	REVISED FY 2020-2021	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
GENERAL FUND BY:							
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
FEDERAL FUNDS	\$472,052	\$0	\$472,052	\$0	\$0	\$0	\$0
TOTAL MOF	\$472,052	\$0	\$472,052	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$252,375	\$0	\$252,375	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$147,903	\$0	\$147,903	\$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	\$47,604	\$0	\$47,604	\$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
TOTAL EXPENDITURES	\$472,052	\$0	\$472,052	\$0	\$0	\$0	\$0
POSITIONS							
Classified	4	0	4	0	0	0	0
Unclassified	0	0	0	0	0	0	0
TOTAL T.O. POSITIONS	4	0	4	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
TOTAL POSITIONS	4	0	4	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
[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 4 NAME: State Approval Agency

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
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0

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
TOTAL T.O. POSITIONS	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	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 5 NAME: Cemetery Program

MEANS OF FINANCING:	CURRENT FY 2020-2021	REQUESTED ADJUSTMENT	REVISED FY 2020-2021	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
GENERAL FUND BY:							
Direct	\$1,662,215	\$0	\$1,662,215	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$50,000	\$120,000	\$170,000	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$570,494	\$0	\$570,494	\$0	\$0	\$0	\$0
TOTAL MOF	\$2,282,709	\$120,000	\$2,402,709	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$1,143,869	\$0	\$1,143,869	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$612,164	\$0	\$612,164	\$0	\$0	\$0	\$0
Travel	\$7,737	\$0	\$7,737	\$0	\$0	\$0	\$0
Operating Services	\$280,196	\$0	\$280,196	\$0	\$0	\$0	\$0
Supplies	\$97,790	\$0	\$97,790	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$90,953	\$120,000	\$210,953	\$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
TOTAL EXPENDITURES	\$2,282,709	\$120,000	\$2,402,709	\$0	\$0	\$0	\$0
POSITIONS							
Classified	29	0	29	0	0	0	0
Unclassified	0	0	0	0	0	0	0
TOTAL T.O. POSITIONS	29	0	29	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
TOTAL POSITIONS	29	0	29	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$50,000	\$120,000	\$170,000	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
[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 5 NAME: Cemetery Program

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$120,000	\$0	\$0	\$120,000

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	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$120,000	\$0	\$0	\$120,000
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$120,000	\$0	\$0	\$120,000

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
TOTAL T.O. POSITIONS	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0

QUESTIONNAIRE ANALYSIS

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

GENERAL PURPOSE

The source of funding for this BA-7 is fees and self-generated revenues. The Department of Veterans Affairs has an expansion project planned for the Northwest La. Veterans Cemetery, Keithville, LA, FPC Project No.: 03-130-19-01, F.03000028. In order for the referenced project to be on the agenda of the Landscape Architect Selection Board, the funds needed to get the project through the design phase must be sent to Facility Planning & Control. The amount needed is \$120,000.00, which covers design through final Bid Document preparation, surveys, etc. The Northwest Louisiana Veterans Cemetery Expansion Project in Keithville, La. will add 1,520 pre-placed burial crypts and sufficient columbarium walls to accommodate 620 niches with columbarium walls, irrigation systems, landscaping, signage, benches and other furnishings. This addition would assure that burial honors for Veterans, their eligible spouses, and dependent children in the Northwest region of the State would be provided.

REVENUES

The source of funding for this BA-7 is fees and self-generated revenues.

EXPENDITURES

The funds needed to get the project through the design phase must be sent to Facility Planning & Control. The amount needed is \$120,000.00, which covers design through final Bid Document preparation, surveys, etc.

OTHER

Colonel Joey Strickland, Secretary – 225-219-5000, Joey.Strickland@LA.GOV

Julie Baxter Payer, Deputy Secretary – 225-219-5000, Julie.BaxterPayer@LA.GOV

BA-7 SUPPORT INFORMATION

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

DEPARTMENT: Department of State			FOR OPB USE ONLY			
AGENCY: Secretary of State			OPB LOG NUMBER 70		AGENDA NUMBER 2	
SCHEDULE NUMBER: 04-139			Approval and Authority:			
SUBMISSION DATE:						
AGENCY BA-7 NUMBER: 3 - CARES Act Funds						
HEAD OF BUDGET UNIT: Kyle Ardoin						
TITLE: Secretary of State						
SIGNATURE (Certifies that the information provided is correct and true to the best of your knowledge): 						
MEANS OF FINANCING	CURRENT FY 2020-2021	ADJUSTMENT (+) or (-)	REVISED FY 2020-2021			
GENERAL FUND BY:						
DIRECT	\$55,118,702	\$0	\$55,118,702			
INTERAGENCY TRANSFERS	\$702,500	\$0	\$702,500			
FEES & SELF-GENERATED	\$30,112,036	\$0	\$30,112,036			
Regular Fees & Self-generated	\$30,112,036	\$0	\$30,112,036			
Subtotal of Fund Accounts from Page 2	\$0	\$0	\$0			
STATUTORY DEDICATIONS	\$13,949,699	\$4,937,116	\$18,886,815			
Help Louisiana Vote Fund, Election Admin (SSA)	\$12,512,099	\$4,937,116	\$17,449,215			
Voting Technology Fund (SS2)	\$1,324,522	\$0	\$1,324,522			
Subtotal of Dedications from Page 2	\$113,078	\$0	\$113,078			
FEDERAL	\$0	\$0	\$0			
TOTAL	\$99,882,937	\$4,937,116	\$104,820,053			
AUTHORIZED POSITIONS	313	0	313			
AUTHORIZED OTHER CHARGES	0	0	0			
NON-TO FTE POSITIONS	0	0	0			
TOTAL POSITIONS	313	0	313			
PROGRAM EXPENDITURES						
PROGRAM NAME:	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
Administrative	\$12,341,725	73	\$0	0	\$12,341,725	73
Elections	\$69,694,010	126	\$4,937,116	0	\$74,631,126	126
Archives and Records	\$4,890,540	32	\$0	0	\$4,890,540	32
Museums and Other Operations	\$2,961,802	27	\$0	0	\$2,961,802	27
Commercial	\$9,994,860	55	\$0	0	\$9,994,860	55
	\$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
TOTAL	\$99,882,937	313	\$4,937,116	0	\$104,820,053	313

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

DEPARTMENT: Department of State	FOR OPB USE ONLY	
AGENCY: Secretary of State	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 04-139		
SUBMISSION DATE:	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 3 - CARES Act Funds		

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

MEANS OF FINANCING	CURRENT FY 2020-2021	ADJUSTMENT (+) or (-)	REVISED FY 2020-2021
GENERAL FUND BY:			
FEES & SELF-GENERATED			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$0	\$0	\$0
STATUTORY DEDICATIONS			
Shreveport Riverfront and Convention Center and Independence Stadium Fund (T09)	\$113,078	\$0	\$113,078
[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
SUBTOTAL (to Page 1)	\$113,078	\$0	\$113,078

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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
SUBTOTAL (to Page 1)	\$0	0	\$0	0	\$0	0

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?
 Act 255 of the 2020 Regular Session provided for the CARES Act Funds received by the Elections Program for COVID-19 related expenses relating to the 2020 federal election cycle. The \$4,937,116 on this BA-7 is the balance of the original FY20 appropriation (\$6,212,616) from the CARES Act Funds. These funds must be expended during the 2020 federal election cycle on COVID-19 related expenses.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
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	\$4,937,116	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
TOTAL	\$4,937,116	\$0	\$0	\$0	\$0

3. If this action requires additional personnel, provide a detailed explanation below:
 N/A - 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.
 These funds must be expended during the 2020 federal election cycle. The budget period for the 2020 CARES Act grant ends on December 31, 2020. Postponement would result in a loss of funding for the department.

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.
 No, 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 programmatic impact will be detrimental to the department because COVID-19 related protective measures will not be able to be purchased and in place for the 2020 federal election cycle within the current fiscal year if funds are not appropriated.

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 2020-2021	ADJUSTMENT (+) OR (-)	REVISED FY 2020-2021

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?)*

N/A

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

N/A

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

The performance impacts will be detrimental to the department's ability to provide a safe environment for the registered voters of Louisiana during the 2020 federal election process if funds are not allowed to be appropriated.

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: Elections

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT							
PROGRAM 2 NAME: <u>Elections</u>							
MEANS OF FINANCING:	CURRENT FY 2020-2021	REQUESTED ADJUSTMENT	REVISED FY 2020-2021	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
GENERAL FUND BY:							
Direct	\$52,102,734	\$0	\$52,102,734	\$0	\$0	\$0	\$0
Interagency Transfers	\$530,000	\$0	\$530,000	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$3,224,655	\$0	\$3,224,655	\$0	\$0	\$0	\$0
Statutory Dedications **	\$13,836,621	\$4,937,116	\$18,773,737	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$69,694,010	\$4,937,116	\$74,631,126	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$6,673,317	\$0	\$6,673,317	\$0	\$0	\$0	\$0
Other Compensation	\$55,911	\$0	\$55,911	\$0	\$0	\$0	\$0
Related Benefits	\$4,116,178	\$0	\$4,116,178	\$0	\$0	\$0	\$0
Travel	\$98,650	\$0	\$98,650	\$0	\$0	\$0	\$0
Operating Services	\$7,033,329	\$0	\$7,033,329	\$0	\$0	\$0	\$0
Supplies	\$447,785	\$0	\$447,785	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$36,918,519	\$4,937,116	\$41,855,635	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$1,838,222	\$0	\$1,838,222	\$0	\$0	\$0	\$0
Acquisitions	\$12,512,099	\$0	\$12,512,099	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$69,694,010	\$4,937,116	\$74,631,126	\$0	\$0	\$0	\$0
POSITIONS							
Classified	124	0	124	0	0	0	0
Unclassified	2	0	2	0	0	0	0
TOTAL T.O. POSITIONS	126	0	126	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
TOTAL POSITIONS	126	0	126	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$3,224,655	\$0	\$3,224,655	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
Help Louisiana Vote Fund, Election Admin (SSA)	\$12,512,099	\$4,937,116	\$17,449,215	\$0	\$0	\$0	\$0
Voting Technology Fund (SS2)	\$1,324,522	\$0	\$1,324,522	\$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 2 NAME: Elections

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$4,937,116	\$0	\$4,937,116
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	\$4,937,116	\$0	\$4,937,116
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
TOTAL EXPENDITURES	\$0	\$0	\$0	\$4,937,116	\$0	\$4,937,116
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0

QUESTIONNAIRE ANALYSIS

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

GENERAL PURPOSE

Act 255 of the 2020 Regular Session appropriated \$6,212,616 of CARES Act Funds for the purpose of FY20 COVID-19 related Election expenses during the 2020 federal election cycle. The \$4,937,116 on this BA-7 is the fund balance of the original FY20 appropriation. These funds must be expended during the 2020 federal election cycle on COVID-19 related expenses.

REVENUES

Means of Financing will be Statutory Dedications of the HLVF CARES Account Fund.

EXPENDITURES

Elections: \$4,937,116 Other Charges

OTHER

Shanda Jones, Undersecretary: 225-922-2880 or shanda.jones@sos.la.gov

Laura Sanders, Accountant Administrator: 225-922-1229 or laura.sanders@sos.la.gov

Melissa Thibodeaux, Budget Administrator: 225-362-5156 or melissa.thibodeaux@sos.la.gov

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

DEPARTMENT: Culture, Recreation, Tourism			FOR OPB USE ONLY				
AGENCY: Office of the State Library			OPB LOG NUMBER 50		AGENDA NUMBER 3		
SCHEDULE NUMBER: 06-262			Approval and Authority:				
SUBMISSION DATE: July 15, 2020							
AGENCY BA-7 NUMBER: DCRT-OSL-21-02							
HEAD OF BUDGET UNIT: Nancy Watkins							
TITLE: Undersecretary							
SIGNATURE <small>(Certifies that the information provided is correct and true to the best of your knowledge):</small> 							
MEANS OF FINANCING		CURRENT FY 2020-2021		ADJUSTMENT (+) or (-)		REVISED FY 2020-2021	
GENERAL FUND BY:							
DIRECT		\$3,638,022		\$0		\$3,638,022	
INTERAGENCY TRANSFERS		\$821,436		\$0		\$821,436	
FEES & SELF-GENERATED		\$90,000		\$300,000		\$390,000	
Regular Fees & Self-generated		\$90,000		\$300,000		\$390,000	
Subtotal of Fund Accounts from Page 2		\$0		\$0		\$0	
STATUTORY DEDICATIONS		\$0		\$0		\$0	
[Select Statutory Dedication]		\$0		\$0		\$0	
[Select Statutory Dedication]		\$0		\$0		\$0	
Subtotal of Dedications from Page 2		\$0		\$0		\$0	
FEDERAL		\$2,689,040		\$0		\$2,689,040	
TOTAL		\$7,238,498		\$300,000		\$7,538,498	
AUTHORIZED POSITIONS		48		0		48	
AUTHORIZED OTHER CHARGES		0		0		0	
NON-TO FTE POSITIONS		0		0		0	
TOTAL POSITIONS		48		0		48	
PROGRAM EXPENDITURES		DOLLARS		POS		DOLLARS	
PROGRAM NAME:		POS		DOLLARS		POS	
Library Services		\$7,238,498		48		\$300,000	
		\$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	
TOTAL		\$7,238,498		48		\$300,000	

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

DEPARTMENT: Culture, Recreation, Tourism	FOR OPB USE ONLY	
AGENCY: Office of the State Library	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 06-262		
SUBMISSION DATE: July 15, 2020	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: DCRT-OSL-21-02		

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

MEANS OF FINANCING	CURRENT FY 2020-2021	ADJUSTMENT (+) or (-)	REVISED FY 2020-2021
GENERAL FUND BY:			
FEES & SELF-GENERATED			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$0	\$0	\$0
STATUTORY DEDICATIONS			
[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
SUBTOTAL (to Page 1)	\$0	\$0	\$0

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
SUBTOTAL (to Page 1)	\$0	0	\$0	0	\$0	0

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?
 \$300,000 - Self-Generated Revenue that comes from invoicing the public libraries to pay for statewide electronic resources, which include Homework Louisiana, EBSCO, Pronunciator, Tumblebooks, Gale Legal Forms, etc. This money is used to meet the matching requirement for the State Library's IMLS LSTA Grant.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
GENERAL FUND BY:					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$300,000	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
TOTAL	\$300,000	\$0	\$0	\$0	\$0

3. If this action requires additional personnel, provide a detailed explanation below:
 This action requires no additional personnel.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.
 This request can't be postponed for consideration in the agency's budget request for next fiscal year because funds are needed this fiscal year to allow the Office of State Library to avoid deficit expenditures or cuts that would impact library services and grant funding.

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.
 No, 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 State Library will be able to continue to provide the statewide electronic resources at the current level without reductions to the program.

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: 'Program ID: A Library Services Activity: State Library Services to Government & Citizens
 State Objective: Education, Economic Growth, Children and Families
 2. Increase usage of public library resources by 5% by 2025 LaPAS PI Codes: 21896 & 24337

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2020-2021	ADJUSTMENT (+) OR (-)	REVISED FY 2020-2021

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?)*

The State Library would have to reduce or eliminate statewide electronic resources which would affect the public libraries and their communities that would be unable to provide these without the cost savings provided by purchasing for the whole state.

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

N/A

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

Increase usage of public library resources by 5% by 2025 - The State Library would not be able to meet these objectives, and performance indicators would need to be adjusted down to account for reduction in resources and services which would impact usage.

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: Library Services

MEANS OF FINANCING:	CURRENT FY 2020-2021	REQUESTED ADJUSTMENT	REVISED FY 2020-2021	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
GENERAL FUND BY:							
Direct	\$3,638,022	\$0	\$3,638,022	\$0	\$0	\$0	\$0
Interagency Transfers	\$821,436	\$0	\$821,436	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$90,000	\$300,000	\$390,000	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$2,689,040	\$0	\$2,689,040	\$0	\$0	\$0	\$0
TOTAL MOF	\$7,238,498	\$300,000	\$7,538,498	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$2,352,762	\$0	\$2,352,762	\$0	\$0	\$0	\$0
Other Compensation	\$51,000	\$0	\$51,000	\$0	\$0	\$0	\$0
Related Benefits	\$1,720,947	\$0	\$1,720,947	\$0	\$0	\$0	\$0
Travel	\$12,926	\$0	\$12,926	\$0	\$0	\$0	\$0
Operating Services	\$291,854	\$0	\$291,854	\$0	\$0	\$0	\$0
Supplies	\$28,117	\$0	\$28,117	\$0	\$0	\$0	\$0
Professional Services	\$6,597	\$0	\$6,597	\$0	\$0	\$0	\$0
Other Charges	\$1,850,626	\$300,000	\$2,150,626	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$923,669	\$0	\$923,669	\$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
TOTAL EXPENDITURES	\$7,238,498	\$300,000	\$7,538,498	\$0	\$0	\$0	\$0
POSITIONS							
Classified	47	0	47	0	0	0	0
Unclassified	1	0	1	0	0	0	0
TOTAL T.O. POSITIONS	48	0	48	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
TOTAL POSITIONS	48	0	48	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$90,000	\$300,000	\$390,000	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
[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: Library Services

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$300,000	\$0	\$0	\$300,000

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	\$300,000	\$0	\$0	\$300,000
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
TOTAL EXPENDITURES	\$0	\$0	\$300,000	\$0	\$0	\$300,000

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
TOTAL T.O. POSITIONS	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0

QUESTIONNAIRE ANALYSIS

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

GENERAL PURPOSE

This BA-7 will allow DCRT – Office of State Library to budget Self-Generated revenue received from the public libraries to pay for statewide electronic resources. This money is used to meet the matching requirements of the IMLS LSTA Grant to States funds that the State Library receives.

REVENUES

Self-Generated

These funds are generated from invoicing the public libraries for a portion of the statewide electronic resources and are used to meet the match requirements for the IMLS LSTA Grants to States funds that we receive. The original amount budgeted for Self-Generated Revenues was \$90,000. The revised fund balance that will be budgeted if this is approved is \$390,000.

EXPENDITURES

The amount requested was calculated from the expected amount to be spent on the statewide electronic resources in FY2020-21 for the state portion of the databases which is 34% of the total cost. The state covers a portion of the amount, and the libraries cover a portion. This year, the requested amount is \$300,000. Each library receives an invoice in January for the charges calculated per capita. (See attached spreadsheet with amounts.)

AFS:
Program: 100
Org: 6227 (2621)
Object: 3646
Amount: \$300,000
Means of Finance: Self-Generated

LaGov:
Fund: 2620000200
Cost Center: 2621012700
G/L Account: 5610003
Amount: \$300,000
Means of Finance: Self-Generated

OTHER

Billy Nungesser, LT Governor
Nancy Watkins, Undersecretary

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

DEPARTMENT: Wildlife and Fisheries			FOR OPB USE ONLY					
AGENCY: Office of Wildlife			OPB LOG NUMBER		AGENDA NUMBER			
SCHEDULE NUMBER: 16-513			64		4			
SUBMISSION DATE: 07/21/2020			Approval and Authority:					
AGENCY BA-7 NUMBER: W-21-3								
HEAD OF BUDGET UNIT: Bryan McClinton								
TITLE: Undersecretary								
SIGNATURE <small>(Certifies that the information provided is correct and true to the best of your knowledge):</small>								
MEANS OF FINANCING			CURRENT FY 2020-2021		ADJUSTMENT (+) or (-)		REVISED FY 2020-2021	
GENERAL FUND BY:								
DIRECT			\$0	\$0	\$0			
INTERAGENCY TRANSFERS			\$5,177,943	\$0	\$5,177,943			
FEES & SELF-GENERATED			\$2,830,315	\$0	\$2,830,315			
Regular Fees & Self-generated			\$230,000	\$0	\$230,000			
Subtotal of Fund Accounts from Page 2			\$2,800,315	\$0	\$2,800,315			
STATUTORY DEDICATIONS			\$27,184,105	\$90,000	\$27,274,105			
Rockefeller Wildlife Refuge and Game Preserve Fund (RK1)			\$4,756,284	\$0	\$4,756,284			
Rockefeller Wildlife Refuge Trust and Protection Fund (RK2)			\$1,547,264	\$0	\$1,547,264			
Subtotal of Dedications from Page 2			\$20,880,557	\$90,000	\$20,970,557			
FEDERAL			\$20,065,156	\$0	\$20,065,156			
TOTAL			\$55,257,519	\$90,000	\$55,347,519			
AUTHORIZED POSITIONS			224	0	224			
AUTHORIZED OTHER CHARGES			3	0	3			
NON-TO FTE POSITIONS			50	0	50			
TOTAL POSITIONS			277	0	277			
PROGRAM EXPENDITURES								
PROGRAM NAME:		DOLLARS	POS	DOLLARS	POS	DOLLARS	POS	
Office of Wildlife		\$55,257,519	227	\$90,000	0	\$55,347,519	227	
		\$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	
Subtotal of programs from Page 2:		\$0	0	\$0	0	\$0	0	
TOTAL		\$55,257,519	227	\$90,000	0	\$55,347,519	227	

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

DEPARTMENT: Wildlife and Fisheries	FOR OPB USE ONLY	
AGENCY: Office of Wildlife	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 16-513		
SUBMISSION DATE: 07/21/2020	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: W-21-3		

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

MEANS OF FINANCING	CURRENT FY 2020-2021	ADJUSTMENT (+) or (-)	REVISED FY 2020-2021
GENERAL FUND BY:			
FEES & SELF-GENERATED			
Louisiana Alligator Resource Fund Account	\$2,600,315	\$0	\$2,600,315
(Select Fund Account)	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$2,600,315	\$0	\$2,600,315
STATUTORY DEDICATIONS			
Marsh Island Operating Fund (RS1)	\$321,681	\$0	\$321,681
Russell Sage Special Fund #2 (RS4)	\$2,500,000	\$0	\$2,500,000
Oil Spill Contingency Fund (V01)	\$292,352	\$0	\$292,352
Conservation Fund (W01)	\$15,018,494	\$0	\$15,018,494
LA Fur Public Education and Marketing Fund (W03)	\$65,000	\$0	\$65,000
Wildlife Habitat & Natural Heritage Trust Fund (W05)	\$726,664	\$0	\$726,664
LA Duck License Stamp and Print Fund (W08)	\$729,240	\$0	\$729,240
Natural Heritage Account (W11)	\$25,700	\$0	\$25,700
Louisiana Wild Turkey Stamp Fund (W16)	\$51,868	\$0	\$51,868
Conservation - Waterfowl Account (W20)	\$0	\$90,000	\$90,000
Conservation of the Black Bear Account (W23)	\$25,000	\$0	\$25,000
Conservation-Quail Account (W24)	\$5,000	\$0	\$5,000
Conservation-White Tail Deer Account (W28)	\$5,000	\$0	\$5,000
White Lake Property Fund (W32)	\$1,014,558	\$0	\$1,014,558
Hunters for the Hungry Account (W39)	\$100,000	\$0	\$100,000
SUBTOTAL (to Page 1)	\$20,880,557	\$90,000	\$20,970,557

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
	\$0	0	\$0	0	\$0	0
SUBTOTAL (to Page 1)	\$0	0	\$0	0	\$0	0

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?

Source of funding: Conservation -- Waterfowl Account (W20) (R.S. 47:463.53, 56:10.B.(8))

Purpose of funds: This BA-7 is required to meet increased needs and fully fund the Cooperative Endeavor Agreement (CEA) with Ducks Unlimited. Due to environmental conditions, additional survey time and equipment was required on the project. This BA-7 will allow the project to proceed to the next stages of completion. LDWF seeks to utilize the revenue from the Waterfowl Account that is generated from the sale of Ducks Unlimited license plates by OMV. The CEA is currently being funded with the Louisiana Duck License, Stamp and Print Fund (W08), but will be amended to include the Waterfowl Account upon approval of this BA-7.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
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	\$90,000	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
TOTAL	\$90,000	\$0	\$0	\$0	\$0

3. If this action requires additional personnel, provide a detailed explanation below:

N/A

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

This request can't be postponed for consideration in the agency's budget request for next fiscal year because funds are needed this fiscal year to allow the Office of Wildlife to meet fiscal year 2020-2021 obligations.

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.

No.

**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.

This BA-7 will allow LDWF to meet increased needs and fully fund the CEA with Ducks Unlimited. Due to environmental conditions, additional survey time and equipment was required on the project. Approval will allow the project to proceed to the next stages of completion.

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: N/A

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2020-2021	ADJUSTMENT (+) OR (-)	REVISED FY 2020-2021

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?)

N/A

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

The Wildlife Program key and supplemental performance indicators are based on the services the Program provides to constituents. Performance standards are set at the maximum long-term achievable level.

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

If not approved, LDWF may not be able to continue with the next stages of the project; critical work could be delayed and/or inhibited.

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: <u>WILDLIFE</u>							
MEANS OF FINANCING:	CURRENT FY 2020-2021	REQUESTED ADJUSTMENT	REVISED FY 2020-2021	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
GENERAL FUND BY:							
Direct	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$5,177,943	\$0	\$5,177,943	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$2,830,315	\$0	\$2,830,315	\$0	\$0	\$0	\$0
Statutory Dedications **	\$27,184,105	\$90,000	\$27,274,105	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$20,065,158	\$0	\$20,065,158	\$0	\$0	\$0	\$0
TOTAL MOF	\$55,267,519	\$90,000	\$55,347,519	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$13,117,785	\$0	\$13,117,785	\$0	\$0	\$0	\$0
Other Compensation	\$1,190,249	\$0	\$1,190,249	\$0	\$0	\$0	\$0
Retired Benefits	\$9,488,315	\$0	\$9,488,315	\$0	\$0	\$0	\$0
Travel	\$178,804	\$0	\$178,804	\$0	\$0	\$0	\$0
Operating Services	\$2,418,783	\$0	\$2,418,783	\$0	\$0	\$0	\$0
Supplies	\$3,095,807	\$0	\$3,095,807	\$0	\$0	\$0	\$0
Professional Services	\$2,073,859	\$0	\$2,073,859	\$0	\$0	\$0	\$0
Other Charges	\$9,817,024	\$90,000	\$10,007,024	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$3,001,310	\$0	\$3,001,310	\$0	\$0	\$0	\$0
Acquisitions	\$5,072,100	\$0	\$5,072,100	\$0	\$0	\$0	\$0
Major Repairs	\$5,707,423	\$0	\$5,707,423	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$55,267,519	\$90,000	\$55,347,519	\$0	\$0	\$0	\$0
POSITIONS							
Classified	220	0	220	0	0	0	0
Unclassified	4	0	4	0	0	0	0
TOTAL T.O. POSITIONS	224	0	224	0	0	0	0
Other Charges Positions	3	0	3	0	0	0	0
Non-T.O. FTE Positions	50	0	50	0	0	0	0
TOTAL POSITIONS	277	0	277	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$230,000	\$0	\$230,000	\$0	\$0	\$0	\$0
Louisiana Alligator Resource Fund Account	\$2,800,315	\$0	\$2,800,315	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
Rocketfeller Wildlife Refuge and Game Preserve Fund (R41)	\$4,758,284	\$0	\$4,758,284	\$0	\$0	\$0	\$0
Rocketfeller Wildlife Refuge Trust and Protection Fund (R42)	\$1,547,284	\$0	\$1,547,284	\$0	\$0	\$0	\$0
Marsh Island Operating Fund (R51)	\$321,681	\$0	\$321,681	\$0	\$0	\$0	\$0
Russell Sage Special Fund #2 (R54)	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0
Oil Spill Contingency Fund (W01)	\$292,352	\$0	\$292,352	\$0	\$0	\$0	\$0
Conservation Fund (W01)	\$15,018,484	\$0	\$15,018,484	\$0	\$0	\$0	\$0
LA Fur Public Education and Marketing Fund (W03)	\$65,000	\$0	\$65,000	\$0	\$0	\$0	\$0
Wildlife Habitat & Natural Heritage Trust Fund (W05)	\$720,804	\$0	\$720,804	\$0	\$0	\$0	\$0
LA Duck License Stamp and Print Fund (W06)	\$720,240	\$0	\$720,240	\$0	\$0	\$0	\$0
Natural Heritage Account (W11)	\$25,700	\$0	\$25,700	\$0	\$0	\$0	\$0
Louisiana Wild Turkey Stamp Fund (W18)	\$51,888	\$0	\$51,888	\$0	\$0	\$0	\$0
Conservation - Waterfowl Account (W23)	\$0	\$90,000	\$90,000	\$0	\$0	\$0	\$0
Conservation of the Black Bear Account (W23)	\$25,000	\$0	\$25,000	\$0	\$0	\$0	\$0
Conservation-Quail Account (W24)	\$5,000	\$0	\$5,000	\$0	\$0	\$0	\$0
Conservation-White Tail Deer Account (W26)	\$5,000	\$0	\$5,000	\$0	\$0	\$0	\$0
White Lake Property Fund (W32)	\$1,014,658	\$0	\$1,014,658	\$0	\$0	\$0	\$0
Hunters for the Hungry Account (W39)	\$100,000	\$0	\$100,000	\$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: WILDLIFE

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$90,000	\$0	\$90,000
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	\$90,000	\$0	\$90,000
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
TOTAL EXPENDITURES	\$0	\$0	\$0	\$90,000	\$0	\$90,000
OVER / (UNDER)						
	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0

QUESTIONNAIRE ANALYSIS

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

GENERAL PURPOSE

This BA-7 is required to meet increased needs and fully fund the CEA with Ducks Unlimited. Due to environmental conditions, additional survey time and equipment was required on the project. Revenue for the Waterfowl Account (W20) is generated from the sale of Ducks Unlimited license plates by OMV. Therefore, Ducks Unlimited would like to request that a portion of the LA license plate funds be used to help complete the project work at Russell Sage WMA – Kennedy Tract. This project has been going on since 2017 and major changes have been made to the scope of work (originally replacing a pump station, now large area infrastructure enhancements). Originally anticipated needing 3 days of survey time to assess the pump station replacement for the original scope of work. Since the scope has changed, several weeks of survey time needed to gather the necessary design information (multiple interior levees, land leveling, installing multiple water control structures, etc...). This additional survey also required rental of a Marsh Master and other equipment not originally planned. In addition to the increased survey and design scope, the revised scope of the construction phase of the project requires significantly more time to construct than the original planned pump station replacement. All of this has increased the overall project cost and significantly cut into available funds. These are the same funds (NAVCA and DU) that were expected to cover construction costs. With these funds reallocated, there is a \$90,000 need to complete the construction at the Kennedy Tract. Therefore, LDWF respectfully request that \$90,000 of LA license plate funds be used to help cover those remaining construction costs.

REVENUES

Statutory Dedication:

Conservation – Waterfowl Account (W20)

Citation: LA RS: 47:483.53, 56:10.B.(8)

Current Fund Balance:	\$	249,508
Existing Waterfowl Account Budget	\$	-
BA-7 Adjustment	\$	90,000
Revised Waterfowl Account Budget	\$	90,000

EXPENDITURES

Program	Major Category	Description	Amount
Wildlife	Other Charges	Ducks Unlimited CEA	\$ 90,000
			\$ 90,000

OTHER

Fiscal Contact:	Beth Boulet, Fiscal Officer, (225) 765-2801	bboulet@wif.la.gov
Programmatic Contact:	Scott Longman, Deputy Assistant Secretary, (225) 763-3513	slongman@wif.la.gov
Testifying before JLCB:	Randy Myers, Assistant Secretary, (225) 765-2805	rmyers@wif.la.gov

BA-7 SUPPORT INFORMATION

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
DUCKS UNLIMITED, INC. &
LOUISIANA DEPARTMENT OF WILDLIFE & FISHERIES**

PROJECT: Louisiana Waterfowl Project

This COOPERATIVE ENDEAVOR is made and entered into this 1st day of July, 2018, by and between Louisiana Department of Wildlife & Fisheries of the State of Louisiana, hereinafter referred to as the "State" or "LDWF" and Ducks Unlimited Inc. officially domiciled at One Waterfowl Way, Memphis, Tennessee 38120 hereinafter referred to as the "Contracting Party" or "DU".

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions... may engage in cooperative endeavors with each other..." and

WHEREAS, the agency desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided; and

WHEREAS, the public purpose is to preserve, restore, create, and better manage private wetlands that will benefit all forms of wetland dependent species that are enjoyed by untold thousands of Louisiana citizens; and that waterfowl hunting alone in 2011 in Louisiana generated over \$137 million in economic activity, supported over 1,400 jobs and generated in excess of \$9.95 million in state and \$9.92 million in federal tax revenue according to the United States Fish and Wildlife Service (USFWS) report *Economic Impact of Waterfowl Hunting in the United States: Addendum to the 2011 National Survey of Fishing, Hunting and Wildlife-Associated Recreation*; and that private wetlands are critical in addressing habitat needs for species of special conservation concern, like mottled ducks; and

WHEREAS, preservation, restoration, creation, and management of private wetlands in Louisiana is a mission common to DU and the State both individually and in existing partnership through the Gulf Coast and Lower Mississippi Valley Joint Ventures of North American Waterfowl Management Plan and have worked cooperatively on the Louisiana Waterfowl Project through previous Cooperative Endeavor Agreements since 1992;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Scope of Services

Contracting Party (DU) agrees:

1. To employ full time private lands biologist(s) to assist in the coordination and delivery of the Louisiana Waterfowl Project.
2. To use the Gulf Coast Joint Venture's (GCJV) Mottled Duck Decision Support Tool at: http://www.gcjv.org/docs/Mottled%20Duck%20Decision%20Support%20Tool_Final%20Report.pdf to prioritize wetland development projects in the selection process.
3. To enter into Wetland Development Agreements with private landowners participating in wetlands project(s) supported by the Louisiana Waterfowl Project, to maintain files of the agreements and accomplishment records, and to provide each participating agency, organization and landowner a copy of the Wetland Development Agreement inclusive of the following project information: project name, habitat type, project acreage, project cost, parish, and name of joint venture in which the project is located.
4. To receive and disburse funds from various agencies and organizations for implementation of the Louisiana Waterfowl Project.
5. To provide funds, as available, to support the Louisiana Waterfowl Project.
6. To coordinate fund raising efforts and seek funds and materials for the Louisiana Waterfowl Project including donations such as steel pipe.
7. To maintain complete and accurate records of its actual and necessary costs of performance herein and to retain such records for a period of five (5) years following acceptance of the project, during which time they shall be made available upon request to the LDWF, USFWS, Natural Resources Conservation Service (NRCS), or their designee for review and audit.
8. To invest any funds received by DU from a landowner as the result of the termination of a Wetland Development Agreement, less any costs incurred by DU in collection of such funds, in a waterfowl habitat project in priority mottled duck habitat in Louisiana.
9. To provide private landowners with appropriate information on the DU Conservation Easement Program, NRCS Farm Bill programs, or others that involve financial support and incentives for habitat preservation, restoration, and improvements.

LDWF agrees:

1. To provide funds to Ducks Unlimited of no more than \$100,000 each year in FY 2019 through FY 2021 from the Louisiana Duck Stamp Fund in support of the Louisiana Waterfowl Project, DU Conservation Easement Program, and other programs that involve financial support and incentives to private landowners for wetland habitat preservation, restoration, and improvement.
2. To provide storage sites on various LDWF Wildlife Management Areas around the state, and to assist as requested with locating, loading and unloading pipe and completed water control structures to be used in the Louisiana Waterfowl Project.
3. To provide personnel to assist in the implementation of the Louisiana Waterfowl Project including providing technical assistance to landowners and submitting projects for

consideration with special emphasis on integrating Louisiana Waterfowl Project with goals of the GCJV Mottled Duck Conservation Plan.

4. To assist as requested with monitoring and landowner compliance.

DU and LDWF mutually agree:

1. To cooperate in the implementation of the Louisiana Waterfowl Project by providing technical assistance to private landowners, submitting Wetland Development Agreements for consideration to implement Louisiana waterfowl projects and to conduct project evaluations.
2. That both parties will assign an official representative to the Louisiana Waterfowl Committee to carry out the provisions of this agreement. The Louisiana Waterfowl Committee will:
 - a) Provide general direction for the Louisiana Waterfowl Project.
 - b) May consider each project for approval prior to execution of a Wetland Development Agreement.
 - c) Establish annual habitat enhancement, restoration and protection goals for the Louisiana Waterfowl Project.
3. That all habitat improvement practices will be installed and maintained in a manner consistent with the terms of the Wetland Development Agreement.
4. To consider positive changes in the Louisiana Waterfowl Project (procedures and budget allocation) during implementation of the project that will broaden the program's ability to provide financial support and incentives to private landowners for habitat preservation, restoration, and improvement.
5. To integrate and prioritize private wetland development and enhanced management in priority mottled duck habitats as identified in the GCJV Mottled Duck Decision Support Tool and Mottled Duck Conservation Plan within Louisiana Waterfowl Project.
6. To cooperate in providing recognition for significant contributions to the project; this recognition may include but not be limited to general publicity for the program, Wetland Development Agreements, and on-site signage.
7. To use, where applicable and to the extent allowed by law, cash, in-kind services, material costs and other Louisiana Waterfowl Project contributions as match for other state or federal wetland habitat conservation programs (e.g., Agricultural Conservation Easement Program, Conservation Stewardship Program, Conservation Reserve Program, Environmental Quality Incentives Program, Partners for Fish & Wildlife Program, North American Wetlands Conservation Act (NAWCA), et al.) in Louisiana.
8. That both parties shall act in their individual capacity, not as agents, employees, partners, in joint ventures, or as associates of one another. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees, agents, or subcontractors of the other party for any purposes whatsoever.

Monitoring Plan, Performance Measures, and Deliverables

Contracting party will provide quarterly progress reports to LDWF North American Waterfowl Management Plan (NAWMP) Coordinator starting October 30, 2018 and ending July 30, 2021. The North American Waterfowl Management Plan (NAWMP) Coordinator will be responsible

for monitoring performance of the Contracting Party through regular communication via e-mail, telephone, and personal visits to assure the scope of services is being completed and to assess progress. Quarterly reports will be produced tracking technical assistance, new wetland development agreements, expiring wetland development agreements (as staff time allows), and total acres covered under wetland development agreements. NAWMP Coordinator will make occasional site visits during each year to verify progress and compliance. In addition to quarterly reports, copies of Wetland Development Agreements and grant proposals to provide additional support for Louisiana Waterfowl Project, such as NAWCA grants, will be provided to the State upon request.

Payment Terms

In consideration of the services described above, LDWF hereby agrees to pay DU a maximum fee of \$100,000 per year for a contract total of \$300,000. Contracting Party (DU) will provide and/or secure \$100,000 of matching funds annually, for a project total of \$600,000. Payment will be made only on approval of the LDWF Waterfowl Section's NAWMP Coordinator. If satisfactory progress is obtained, payments are scheduled as follows: \$25,000 quarterly after receiving an invoice and progress report due on October 30, January 30, April 30 and June 30 in FY 2019, FY 2020, and FY 2021.

Written reports must be submitted to LDWF at least every six (6) months detailing the use of the funds specific to the goals and objectives of the project.

Funding for this agreement is from the Wildlife Division's Duck Stamp Fund (Reporting Category 51300W0800).

Taxes

Contracting Party is responsible for payment of all applicable taxes from the funds to be received under this contract. Contracting Party's federal tax identification number is 13-5643799. Contracting Party's ten-digit LDR account number is 3363959-002.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contracting Party is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective Contracting Party hereby attests to its current and/or prospective compliance, and agrees to provide its ten digit LDR Account Number to the contracting agency so that the prospective Contracting Party's tax payment compliance status may be verified. The prospective Contracting Party further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

Termination Clause

The State may terminate this Contract for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Contract shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

Termination for Convenience

That State may terminate the Contract at any time by giving thirty (30) days written notice to the Contracting Party. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Ownership

All records, reports, documents and other material delivered or transmitted to Contracting Party by State shall remain the property of the State, and shall be returned by Contracting Party to State, at Contracting Party's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contracting Party in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contracting Party to State, at Contracting Party expense, at termination or expiration of this contract.

Nonassignability

No Contracting Party shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contracting Party from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of State Procurement, Professional Contracts.

Auditors Clause

The State Legislative Auditor, internal auditors of the Division of Administration, Department of Wildlife and Fisheries auditors, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a Contracting Party or any Subcontractor under any negotiated Contracting Party Subcontractor to the extent that such books and records relate to the

performance of such contract or subcontract. Such books and records shall be maintained by the Contracting Party for a period of five (5) years from the date of final payment under the prime contract and by the Subcontractor for a period of five (5) years from the date of final payment under the subcontract.

Term of Contract

This contract shall begin on July 1, 2018 and shall terminate June 30, 2021.

Fiscal Funding

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

Discrimination Clause

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended. The Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, hereby certifies 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.

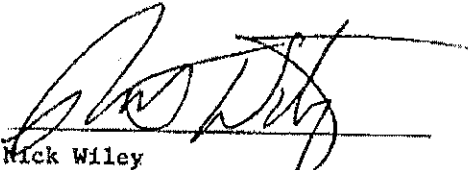
Validity

This contract is not valid (effective), and no legal obligation exists until all required signatures and approvals are obtained. This may include the Louisiana Department of Civil Service, and the Office of State Procurement, Professional Contracts.


It is the responsibility of the Contracting Party to advise the Department in advance if contract funds or contract terms may be insufficient to complete contract objectives.


THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month, and year first written above.

CONTRACTING PARTY SIGNATURE:



Nick Wiley
Chief Conservation Officer
Ducks Unlimited

STATE OF LOUISIANA SIGNATURES
By and through the
LOUISIANA DEPARTMENT OF
WILDLIFE & FISHERIES


Kenny Ribbeck, Administrator
Wildlife Division


Scott Longman, Deputy Assistant Secretary
Office of Wildlife


Bryan McClinton, Undersecretary
Office of Management and Finance


Jack Montoucet, Secretary
Louisiana Dept. of Wildlife and Fisheries

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
BA-22 (REV. 05/2014)

Date: 6/4/2018
Agency Name: LDWF / Wildlife / Wildlife
Agency BA-22 #: 8

Dept/Budget Unit: 18-513
OCR/SRM Contract #: 2000405236
Agency Contract #:

Fiscal Year for this BA-22: 2018-19
BA-22 Start/End Dates: 7/1/2018 8/30/2019
(Start Date) (End Date)

Multi-year Contract (Yes/No): Yes
If "Yes", provide contract dates: 7/1/2018 8/30/2021
(Start Date) (End Date)

DUCKS UNLIMITED, INC.
(Contractor/Vendor Name) 13-5643788
(Contractor/Vendor No.)

LOUISIANA WATERFOWL PROJECT FY 18
(Provide a statement of Services Provided)

Contract Amendment (Yes/No): NO
Amendment Start/End Dates: (Start Date) (End Date)

Contract Cancellation (Yes/No): NO
Date of Cancellation: (Start Date) (End Date)

(Provide rationale for amendment or cancellation)

This information is to be provided at the Agency Level

MEANS OF FINANCING	Current Year	%	Year 2	%	Year 3	%	Year 4	%	Total Contract	%
State General Fund	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%
Interagency Transfers	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%
Fees and Self Gen.	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%
Statutory Dedication	\$100,000.00	100.0%	\$100,000.00	100.0%	\$100,000.00	100.0%	\$0.00	0.0%	\$300,000.00	100.0%
Federal	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%
TOTALS	\$100,000.00	100.0%	\$100,000.00	100.0%	\$100,000.00	100.0%	\$0.00	0.0%	\$300,000.00	100.0%

Stat Ded: Louisiana Duck Stamp & License Fund
Specify Source (i.e., grant name, and name, AT agency agency and revenue source, fee type and source, etc.)

Are revenue collections for funds utilized above in line with budgeted amounts? (Yes/No) YES

If not, explain:

This information is to be provided at the Agency Level	
Name of Object Code/Category:	Misc - Contractual Services / Other Charges
Object Code/Category Number:	6020056 / 65
Amount Budgeted:	\$7,182,884.00
Amount Previously Obligated:	\$770,885.90
Amount this BA-22:	\$100,000.00
Balance:	\$6,311,998.10

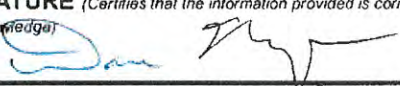
The approval of the aforementioned contract will not cause this agency to be placed in an Object Category deficit.

Agency Contact: Thayne Johnson
Name: Thayne Johnson
Title: Accountant 4
Phone: 225-765-2890
Reviewed/Approved By: Lynette Merkins
Name: Lynette Merkins
Title: Accountant Manager
Phone: 225-763-2892

FOR AGENCY USE ONLY

FISCAL YEAR	BUS. AREA	COST CENTER	GL ACCT	FUND	GRANT	WBS	FUNC AREA	AMOUNT
2019	613	6132043224	6020056	6130W0800				100,000.00
2020	613	6132043224	6020056	6130W0800				100,000.00
2021	613	6132043224	6020056	6130W0800				100,000.00

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

DEPARTMENT: AGRICULTURE & FORESTRY		FOR OPB USE ONLY				
AGENCY: AGRICULTURE & FORESTRY PASS-TROUGH		OPB LOG NUMBER 71	AGENDA NUMBER 5			
SCHEDULE NUMBER: 20-941		Approval and Authority:				
SUBMISSION DATE:						
AGENCY BA-7 NUMBER: 01						
HEAD OF BUDGET UNIT: DANE MORGAN						
TITLE: ASSISTANT COMMISSIONER OF M & F						
SIGNATURE <small>(Certifies that the information provided is correct and true to the best of your knowledge)</small> 						
MEANS OF FINANCING	CURRENT FY 2020-2021	ADJUSTMENT (+) or (-)	REVISED FY 2020-2021			
GENERAL FUND BY:						
DIRECT	\$1,485,292	\$0	\$1,485,292			
INTERAGENCY TRANSFERS	\$261,690	\$0	\$261,690			
FEES & SELF-GENERATED	\$248,532	\$0	\$248,532			
Regular Fees & Self-generated	\$248,532	\$0	\$248,532			
Subtotal of Fund Accounts from Page 2	\$0	\$0	\$0			
STATUTORY DEDICATIONS	\$6,943,525	\$1,000,000	\$7,943,525			
Louisiana Agricultural Finance Authority Fund (A07)	\$200,000	\$0	\$200,000			
Agricultural Commodity Commission Self-Insurance Fund (A13)	\$453,353	\$0	\$453,353			
Subtotal of Dedications from Page 2	\$6,290,172	\$1,000,000	\$7,290,172			
FEDERAL	\$25,114,109	\$0	\$25,114,109			
TOTAL	\$34,053,148	\$1,000,000	\$35,053,148			
AUTHORIZED POSITIONS	0	0	0			
AUTHORIZED OTHER CHARGES	0	0	0			
NON-TO FTE POSITIONS	0	0	0			
TOTAL POSITIONS	0	0	0			
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
PASS THROUGH <i>Funds</i>	\$34,053,148	0	\$1,000,000	0	\$35,053,148	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
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
TOTAL	\$34,053,148	0	\$1,000,000	0	\$35,053,148	0

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

DEPARTMENT: AGRICULTURE & FORESTRY	FOR OPB USE ONLY	
AGENCY: AGRICULTURE & FORESTRY PASS-TROUGH	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 20-941		
SUBMISSION DATE:	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 01		

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

MEANS OF FINANCING	CURRENT FY 2020-2021	ADJUSTMENT (+) or (-)	REVISED FY 2020-2021
GENERAL FUND BY:			
FEES & SELF-GENERATED			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$0	\$0	\$0
STATUTORY DEDICATIONS			
Forestry Productivity Fund (A14)	\$5,000,000	\$1,000,000	\$6,000,000
Grain and Cotton Indemnity Fund (A27)	\$1,290,172	\$0	\$1,290,172
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$6,290,172	\$1,000,000	\$7,290,172

--

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
SUBTOTAL (to Page 1)	\$0	0	\$0	0	\$0	0

**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 for the Forestry Productivity Program (FPP) is severance tax on timber via the Forestry Productivity Fund (A14). In accordance with R.S. 3:4410 - 4416, the Department of Agriculture & Forestry enters into cooperative agreements with landowners for reforestation of forest lands and said land must remain in timberland for a period of ten (10) years. The state's share shall not exceed a total value of assistance of fifteen thousand dollars to any one landowner during a fiscal year.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
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	\$1,000,000	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,000,000	\$0	\$0	\$0	\$0

3. If this action requires additional personnel, provide a detailed explanation below:

No, this action requires no additional personnel.

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

Timberland is planted in winter. In past years, timber prices have been depressed. However, last year, timber prices increased, and landowners cut their timber for sale. Those landowners now need to plant trees on that land. And, in accordance with the Forestry Productivity Program, the land must remain timberland for the next ten (10) years. To wait until next fiscal year means the loss of a season when the trees could be growing. Also, increasing the program's budget allows for more timberland to be protected in addition to helping boost the economy, which is needed now.

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.

No, program expenditures for FY 21 have not begun.

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.

If approved, the program is helping to protect more timberland and boosting the economy.

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 2020-2021	ADJUSTMENT (+) OR (-)	REVISED FY 2020-2021

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 will not have an impact on any performance indicators.

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

This BA-7 does not impact department operations.

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

Failure to approve this BA-7 is anticipated to have no negative performance impact on the department.

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: AGRICULTURE & FORESTRY PASS THROUGH

MEANS OF FINANCING:	CURRENT FY 2020-2021	REQUESTED ADJUSTMENT	REVISED FY 2020-2021	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
GENERAL FUND BY:							
Direct	\$1,485,292	\$0	\$1,485,292	\$0	\$0	\$0	\$0
Interagency Transfers	\$261,690	\$0	\$261,690	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$248,532	\$0	\$248,532	\$0	\$0	\$0	\$0
Statutory Dedications **	\$6,943,525	\$1,000,000	\$7,943,525	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$25,114,109	\$0	\$25,114,109	\$0	\$0	\$0	\$0
TOTAL MOF	\$34,053,148	\$1,000,000	\$35,053,148	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$34,053,148	\$1,000,000	\$35,053,148	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$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
TOTAL EXPENDITURES	\$34,053,148	\$1,000,000	\$35,053,148	\$0	\$0	\$0	\$0
POSITIONS							
Classified	0	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$248,532	\$0	\$248,532	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
Louisiana Agricultural Finance Authority Fund (A07)	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0
Agricultural Commodity Commission Self-Insurance Fund (A13)	\$453,353	\$0	\$453,353	\$0	\$0	\$0	\$0
Forestry Productivity Fund (A14)	\$5,000,000	\$1,000,000	\$6,000,000	\$0	\$0	\$0	\$0
Grain and Cotton Indemnity Fund (A27)	\$1,290,172	\$0	\$1,290,172	\$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: AGRICULTURE & FORESTRY PASS THROUGH

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
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	\$1,000,000	\$0	\$1,000,000
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
TOTAL EXPENDITURES	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0

BA-7 QUESTIONNAIRE

(Provide answers on the Questionnaire Analysis Form; answer all questions applicable to the requested budget adjustment.)

GENERAL PURPOSE

1. This BA-7 is to increase the budget for the Forestry Productivity Program, aka FPP, by \$1,000,000 from \$5,000,000 to \$6,000,000. For FY 21 the program has received over ~~\$5,600,000~~ in applications to date. Up until last year, timber prices have been very low, and landowners have not been cutting their timber. Last year, timber prices increased, therefore, landowners cut their timber. This year, they are ready to plant new trees. This is why there has been a significant increase in applications in this program.

\$5,800,000 SR

REVENUES

(Explain the Means of Financing. Provide details including Source, authority to spend, etc.)

5. If Statutory Dedications

Provide creating authority (Louisiana Revised Statutes and/or Administrative Code citations)

R.S. 3:4410 – 4416 creates Forestry Productivity Program and the Forestry Productivity Fund (A14).

Current fund balance

\$7,148,855

Current year anticipated revenue

\$3,000,000

EXPENDITURES

9. Provide detailed expenditure information including how the amount requested was calculated.

To date, for FY 21, the department has received applications totaling approximately ~~\$5,600,000~~

11. Provide object details as part of explanation.

5620011 Other Charges - Miscellaneous Governmental Pays (formerly 3652)

\$5,800,000 SR

OTHER

12. Provide names, phone numbers and e-mail addresses of agency contacts that can provide further information on this item and will attend JLCB to testify.

Dane K. Morgan

Assistant Commissioner for Management and Finance

Phone: (225) 952-8142

Email: dmorgan@ldaf.state.la.us

DIVISION OF ADMINISTRATION
Facility Planning & Control

JOINT LEGISLATIVE COMMITTEE
ON THE
BUDGET

Briefing Book

FOR

September 2020

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JOINT LEGISLATIVE COMMITTEE ON THE BUDGET
September 2020

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Increase Budget Authority – FY19 Statutory Dedication – Transportation Trust Fund
Department of Transportation and Development (DOTD)
07/277 Aviation Improvements, State Aviation and Airport Improvement Program
(Statewide)

Increase Budget Authority	2
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Increase Budget Authority – FY21 Interagency Transfers
Department of Transportation and Development (DOTD)
07/270 Secretary's Emergency Fund for Bridge Damages, Other Reimbursements,
Local Matching Dollars, Federal Funds, and Opportunity Grants
Subject to the Provisions of R.S. 48:232
(Statewide)

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

August 19, 2020

The Honorable Bodi White, Chairman
Joint Legislative Committee on the Budget
P.O. Box 44294, Capitol Station
Baton Rouge, Louisiana 70804

**Re: Decrease Budget Authority – FY20 Statutory Dedication – Transportation Trust Fund
Increase Budget Authority – FY19 Statutory Dedication – Transportation Trust Fund
Department of Transportation and Development (DOTD)
07/277 Aviation Improvements, State Aviation and Airport Improvement Program
(Statewide)**

Dear Chairman White:

Act 29 of the 2018 Regular Session appropriated \$28,146,089 from the Transportation Trust Fund – Regular for the "State Aviation and Airport Improvement Program" project. DOTD has requested that the appropriation from the Transportation Trust Fund - Regular be increased to \$28,381,281 based on the April 10, 2019 REC Forecast.

Act 20 of the 2019 Regular Session appropriated \$28,246,478 from the Transportation Trust Fund – Regular for the "State Aviation and Airport Improvement Program" project. Act 2 of the 2020 First Extraordinary Session increased the appropriation to \$28,381,281 instead of increasing the FY19 appropriation as requested.

Therefore, we are requesting that the Committee approve an increase to the FY19 statutory dedication appropriation from the Transportation Trust Fund – Regular in the amount of \$235,192 and a decrease to the FY20 statutory dedication appropriation from the Transportation Trust Fund – Regular in the amount of \$134,803. The result will be a total FY19 appropriation from the Transportation Trust Fund – Regular of \$28,381,281 and a total FY20 appropriation from the Transportation Trust Fund – Regular of \$28,246,478.

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. Travis McIlwain, OPB
Mr. Samuel Roubique, OPB
Mr. Paul Fernandez, OPB
Ms. Linda Hopkins, House Fiscal Division
Mr. Mark Mahaffey, House Fiscal Division
Mr. Daniel Waguespack, House Fiscal Division
Ms. Katie Andress, House Fiscal Division
Ms. Martha Hess, Senate Counsel
Ms. Bobbie Hunter, Senate Fiscal Division
Ms. Debra Vivien, Senate Fiscal Division
Ms. Raynel Gascon, Senate Fiscal Division

Facility Planning and Control
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

September 1, 2020

The Honorable Mack "Bodi" White, Chairman
Joint Legislative Committee on the Budget
P.O. Box 44294, Capitol Station
Baton Rouge, Louisiana 70804

**Re: Increase Budget Authority – FY21 Interagency Transfers
Department of Transportation and Development (DOTD)
07/270 Secretary's Emergency Fund for Bridge Damages, Other Reimbursements, Local Matching
Dollars, Federal Funds, and Opportunity Grants Subject to the Provisions of R.S. 48:232
(Statewide)**

Dear Chairman White:

Act 2 of the 2020 Extraordinary Session appropriated \$4,000,000 in Interagency Transfers, \$40,000,000 in Fees and Self-Generated Revenues, \$25,000,000 from the Transportation Trust Fund – Federal Receipts and \$6,000,000 in Federal Funds for the "Secretary's Emergency Fund for Bridge Damages, Other Reimbursements, Local Matching Dollars, Federal Funds, and Opportunity Grants Subject to the Provisions of R.S. 48:232" project. In order to respond to the damages caused by Hurricane Laura, DOTD has requested a \$25,000,000 increase in budget authority to receive funds from the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP).

Therefore, we are requesting that the Committee approve an increase to the FY21 Interagency Transfer appropriation in Act 2 to \$29,000,000. This increase will result in a total FY21 appropriation for the "Secretary's Emergency Fund for Bridge Damages, Other Reimbursements, Local Matching Dollars, Federal Funds, and Opportunity Grants Subject to the Provisions of R.S. 48:232" of \$100,000,000.

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. Travis McIlwain, OPB
Mr. Samuel Roubique, OPB
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Mr. Daniel Waguespack, House Fiscal Division
Ms. Katie Andress, House Fiscal Division
Ms. Martha Hess, Senate Counsel
Ms. Bobbie Hunter, Senate Fiscal Division
Ms. Debra Vivien, Senate Fiscal Division
Ms. Raynel Gascon, Senate Fiscal Division



LDWF says vendor will waive \$2 fee for online HIP registration

AUGUST 28 2020

HUNTING

LICENSES AND PERMITS

Ed Pratt • Baton Rouge, La.

The Louisiana Department of Wildlife and Fisheries said today that a \$2 fee assessed when registering online for the Harvest Information Program (HIP) will be waived beginning Sept. 1, 2020.

LDWF said the fee waiver was the result of ongoing negotiations with the vendor that covers online services for HIP certification. LDWF did not receive revenue from that assessment. No refunds will be provided to those who have already paid the \$2 online transaction fee.

Customers who obtained their HIP certification online beginning June 1, 2020, were required to pay a \$2 online transaction fee to the vendor to cover online services. Transaction fees for on-line license purchases have been in effect since 2006.

Purchasing licenses online will still require payment of the \$2 transaction fee.

HIP had been available at sporting goods stores and other retail outlets, but the department found that hunters were not always asked the required registration questions. Answers to those questions are necessary to determine the species hunted and relative harvest success for each migratory bird hunter.

The U.S. Fish and Wildlife Services uses that basic information to obtain scientifically valid samples of hunters through a separate mail out harvest survey.

LDWF, as part of a multi-state pilot study coordinated by the Wildlife Management Institute to address invalid registration data, limited HIP certification to online or in-person at LDWF headquarters in Baton Rouge.

Persons 16 years old or older, who hunt migratory birds, must have a HIP certification on their person while hunting. Migratory birds include mourning and white-winged doves, snipe, woodcock, rails, gallinules, ducks, geese and coots.

The Louisiana Department of Wildlife and Fisheries is charged with managing and protecting Louisiana's abundant natural resources. LDWF receives no state general funding and depends on license sales as a major funding source. Help us protect your hunting and fishing heritage while preserving habitat, wildlife, and aquatic resources by purchasing your license at www.wlf.la.gov. To receive email or text alerts signup [here](#).



Louisiana Department of Wildlife and Fisheries CONTACT US

PO Box 98000
2000 Quail Drive
Baton Rouge, LA 70898
800.256.2749
225.765.2800



Administration



Commissions, Task Forces, & Councils



**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

AMENDMENT NUMBER 1

Integrated Electronic Licensing System Contract for the Louisiana Department of Wildlife & Fisheries

Be it known that on the date of approval shown below the Louisiana Division of Administration, Office of Technology Services (hereinafter sometimes referred to as "State" or "Agency") and Sovereign Sportsman Solutions, LLC (hereinafter sometimes referred to as "S3" or "Contractor"), with offices located at 120 31st Avenue North, Nashville, TN 37203 do hereby enter into Amendment Number 1 to the contract for Integrated Electronic Licensing System Services under the following terms and conditions through the undersigned and duly authorized representatives of each respective party.

1.

Change Contract from:

11. OWNERSHIP

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

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State at Contractor's expense, at termination or expiration of this Contract.

Change Contract to:

11. OWNERSHIP

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

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall, upon request be destroyed or returned by Contractor to the State at Contractor's expense, at termination or expiration of this Contract.

Title: As between Contractor and State, Contractor retains title to and ownership of the Boat Registration System provided through section 1.2.2 of Attachment A, including all copyrights and other Intellectual Property Rights relating thereto. Subject to the terms of this Agreement, Contractor hereby grants a non-exclusive, non-transferable, non-sublicensable license to State and its Authorized Users to access, use and modify the source code and documentation for the Boat Registration System provided in accordance with section 1.2.2 of Attachment A for State's internal purposes and in accordance with the terms and conditions of this Agreement.

2.

Change Contract from:

30. TERM OF CONTRACT

This Contract is effective upon OSP approval and shall be for a three (3) year period, unless otherwise terminated in accordance with the Termination provision of this Contract. The State has the option, upon

acceptance by the Contractor, to extend this Contract for two (2) additional three (3) year periods and one (1) additional one (1) year contract period at the same terms, conditions, and prices. The State has the right to contract for up to ten (10) years in accordance with La. R.S. 39:198. C.

Change Contract to:

30. TERM OF CONTRACT

This Contract is effective upon OSP approval and shall be for a four (4) year period, unless otherwise terminated in accordance with the Termination provision of this Contract. The State has the option, upon acceptance by the Contractor, to extend this Contract for two (2) additional three (3) year contract periods at the same terms, conditions, and prices. The State has the right to contract for up to ten (10) years in accordance with La. R.S. 39:198. C.

3.

Add to Contract ATTACHMENT A:

1.2.2 Boat Registration System:

The Louisiana Department of Wildlife and Fisheries desires a technology solution that provides an efficient, customer-friendly boat registration process. The Contractor will provide LDWF a new Boat Registration System with features for both internal staff, boat dealers, and LDWF customers.

LDWF staff will have administrative access to the Boat Registration System through the existing Licensing Control Center. All functionality of the internet registration process will be available to LDWF staff to process walk-in registrations. Contractor will provide LDWF staff with a custom dashboard that depicts all pending online registrations so that the LDWF team can quickly access and process outstanding registrations.

The Contractor will import all existing boat data into the centralized licensing database and will tie all customer boat-related transactions to the centralized customer record on a going-forward basis. As part of the system, the Contractor will create a fulfillment file that accommodates LDWF decal fulfillment and inventory processes currently in place.

Boat Dealers will access the Boat Registration System similar to how POS vendors access the Licensing System. LDWF will be able to control a Boat Dealer's access to the system by a variety of security roles and permissions.

Customers will be able to complete a variety of transactions using the new system, including, but not limited to, the ability to:

1. Register a boat online and upload all necessary paperwork (Title, Bill of Sales).
2. Request a registration on a homemade boat
3. Purchase HIN #'s
4. Add a secondary owner
5. Transfer ownership of a boat
6. Request a new or replacement title.

The online Manage Your Account feature will allow customers to view the status of their boat registration as well as see all boats registered to them as a primary or secondary owner. Boat customers will receive email notifications throughout the process of completing their boat registration.

The Contractor understands that LDWF desires the Boat Registration System to be ready to deploy by December 1, 2020.

The Contractor agrees to provide LDWF with all Source code and documentation for the new boat registration system. LDWF agrees to pay Contractor for the Source code and documentation in accordance with Attachment B, Pricing and Payment Terms agreed to in this Contract.

4.

Change Pricing Table in ATTACHMENT B from:

Pricing Table:

	Unit	Unit Price
Per Privilege Fee	Each	\$0.89
Hourly rate for Additional development first 100 Hours	Hour	\$0.00**
Hourly rate for Additional development in excess of first 100 hrs	Hour	\$125.00**
Processing fee paid by Customer Internet Sales	Each	\$2.00

** S3 will provide 100 hours of development per year to the State at no cost. Development in excess of 100 hours per year will be billed at \$125 per hour.

Change Pricing Table in ATTACHMENT B to:

Pricing Table:

	Unit	Unit Price
Per Privilege Fee	Each	\$0.89
Hourly rate for Additional development first 100 Hours	Hour	\$0.00**
Hourly rate for Additional development in excess of first 100 hrs	Hour	\$125.00**
Processing fee paid by Customer Internet Sales, excluding Boat Registration transactions	Each	\$2.00
Processing fee paid by Customer Internet Sales for Boat Registration transactions	Each	\$5.00

** S3 will provide 100 hours of development per year to the State at no cost for the first four (4) years of this Contract. Development in excess of 100 hours per year will be billed at \$125 per hour.

5.

Add all new language at the end of ATTACHMENT B:

BOAT REGISTRATION SOFTWARE FEE

In consideration of the Boat registration system source code and documentation required by this contract, State hereby agrees to pay to Contractor a fee of \$325,000, paid in two (2) equal installments. The initial installment payment shall be invoiced on September 1, 2020, and the second and final installment payment will be invoiced upon completion.

All other terms and conditions of the Contract remain the same. The original contract and all amendments constitute the entire Contract between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 1 as of the approval date shown below.

SOVEREIGN SPORTSMAN SOLUTIONS, LLC
CONTRACTOR'S SIGNATURE:

By: _____

Title: _____

Date: _____

DEPARTMENT OF WILDLIFE & FISHERIES
STATE AGENCY SIGNATURE:

By: _____

Title: _____

Date: _____

DIVISION OF ADMINISTRATION
STATE AGENCY SIGNATURE:

By: _____

Title: _____

Date: _____

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

**AMENDMENT NUMBER 1
*511 Advanced Traveler Information System Contract***

Be it known that on the date of approval shown below the Louisiana Division of Administration, Office of Technology Services (hereinafter sometimes referred to as "State" or "Agency") and IBI Group, 315 W 9th Street, Suite 600, Los Angeles, CA 90015 (hereinafter sometimes referred to as "Contractor") do hereby enter into Amendment Number 1 to the 511 Advanced Traveler Information System Contract under the following terms and conditions through the undersigned and duly authorized representatives of each respective party.

Change Contract From:

This Contract is effective upon OSP approval and will end no later than thirty-six (36) months from the Effective Date, unless otherwise terminated in accordance with the Termination provision of this Contract. The State has the option, upon acceptance by the Contractor, to extend for two (2) additional twelve (12) month periods at the same terms and conditions.

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. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend the contract terms beyond the initial three (3) year term. The total contract term, with extensions, shall not exceed sixty (60) months.

Change Contract To:

This Contract is effective upon OSP approval and will end no later than sixty (60) months from the Effective Date, unless otherwise terminated in accordance with the Termination provision of this Contract.

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. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend the contract terms beyond the initial three (3) year term. The total contract term, with extensions, shall not exceed sixty (60) months.

All other terms and conditions of the Contract remain the same. The original contract and all amendments constitute the entire Contract between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 1 as of the approval date shown below.

IBI Group

CONTRACTOR'S SIGNATURE:

By: _____

Title: _____

Date: _____

DIVISION OF ADMINISTRATION
OFFICE OF TECHNOLOGY SERVICES
STATE AGENCY SIGNATURE:

By: _____

Title: _____

Date: _____

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

**AMENDMENT NUMBER 1
STATEWIDE TRAFFIC DATA MANAGEMENT SERVICES CONTRACT
File Number Y3000008892P, Solicitation Number 3000008892**

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the Louisiana Department of Transportation & Development through the Office of Technology Services (hereinafter sometimes referred to as "State") and Midwestern Software Solutions (MS2), 3815 Plaza Drive, Ann Arbor, MI 48108 (hereinafter sometimes referred to as "Contractor") do hereby enter into this Amendment Number 1 to the **STATEWIDE TRAFFIC DATA MANAGEMENT SERVICES** contract, File Number Y3000008892P, Solicitation Number 3000008892 under the following terms and conditions through the undersigned and duly authorized representatives of each respective party.

1.

Change contract from:

30. TERM OF CONTRACT

This Contract is effective upon OSP approval and will end no later than thirty-six (36) months unless otherwise terminated in accordance with the Termination provision(s) of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms, and conditions.

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. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement ("OSP") to extend the contract terms beyond the initial thirty-six (36) month term. Total contract time may not exceed sixty (60) months.

Change contract to:

30. TERM OF CONTRACT

This Contract is effective upon OSP approval and will end no later than sixty (60) months unless otherwise terminated in accordance with the Termination provision(s) of this Contract.

2.

Change contract from:

ATTACHMENT B - Pricing Schedule

Contractor to furnish all materials, equipment, travel, and incidentals necessary to provide the scope of services as outlined in this contract for the sum of:

Software License Cost	\$150,000.00
One-time Implementation Costs	\$48,000.00
Software Maintenance and Support Costs (\$4000.00 per month X 36 months)	\$144,000.00
Hosting Fee (\$1000.00 per month X 36 Months)	\$36,000.00
Total Cost (Over 3 Year Term)	\$378,000.00

Software Maintenance and Support Costs shall be for a period of thirty-six (36) months which shall begin upon expiration of the warranty period.

Software Maintenance and Support shall include the following:

- Periodic updates to the licensed software at no additional cost to the State;
- An Issue Reporting and Tracking system; and
- Services to correct bugs, errors, breaks or defects in the product, which are defined as deviations between the documented functionality of the product and its actual performance.

Change contract to:

ATTACHMENT B - Pricing Schedule

Contractor to furnish all materials, equipment, travel, and incidentals necessary to provide the scope of services as outlined in this contract for the sum of:

Software License Cost	\$150,000.00
One-time Implementation Costs	\$48,000.00
Software Maintenance and Support Costs (\$4000.00 per month X 60 months)	\$240,000.00
Hosting Fee (\$1000.00 per month X 60 Months)	\$60,000.00
Total Cost (Over 5 Year Term)	\$498,000.00

Software Maintenance and Support Costs shall be for a period of sixty (60) months which shall begin upon expiration of the warranty period.

Software Maintenance and Support shall include the following:

- Periodic updates to the licensed software at no additional cost to the State;
- An Issue Reporting and Tracking system; and
- Services to correct bugs, errors, breaks or defects in the product, which are defined as deviations between the documented functionality of the product and its actual performance.

All other terms and conditions of the Contract shall remain the same. The original contract and all amendments constitute the entire Agreement between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor. In the event of a conflict between the terms and conditions of the contract and this Amendment, the terms and conditions of this Amendment shall prevail.

THUS DONE AND SIGNED AT (City & State) on this _____ day of _____,
20____, the parties have executed this Amendment Number 1.

CONTRACTOR'S SIGNATURE:

By: _____

Title: _____

THUS DONE AND SIGNED AT (City & State) on this _____ day of _____,
20____, the parties have executed this Amendment Number 1.

DEPT. OF TRANSPORTATION SIGNATURE:

By: _____

Title: _____

THUS DONE AND SIGNED AT (City & State) on this _____ day of _____,
20____, the parties have executed this Amendment Number 1.

OFFICE OF TECHNOLOGY SERVICES SIGNATURE:

By: _____

Title: _____

Approved by:

Director of State Procurement

Date

STATEWIDE TRAFFIC DATA MANAGEMENT SERVICES CONTRACT

1. CONTRACT

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the Louisiana Department of Transportation & Development through the Office of Technology Services, (hereinafter sometimes referred to as "State" or "OTS/LA DOTD") and Midwestern Software Solutions (MS2), 3815 Plaza Drive, Ann Arbor, MI 48108, (hereinafter sometimes referred to as "Contractor") do hereby enter into this contract under the following terms and conditions.

2. SCOPE OF SERVICE

The Contractor hereby agrees to furnish the services in accordance with Attachment A, Statement of Work of this Contract, Request for Proposal Solicitation Number 3000008892, Addenda and Contractor's Proposal.

2.1 PERFORMANCE REQUIREMENTS

The performance of this contract will be measured by George Chike, State Program Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as the milestones and deliverables specified in this Contract, the RFP and the Contractor's proposal.

2.2 PERFORMANCE MEASUREMENTS/EVALUATION

The services provided by the Contractor shall be evaluated to determine that the services identified below are provided in a timely and professional manner by the Manager of the LA DOTD Traffic Monitoring & Data Collection unit who will develop a quarterly work schedule for Contractor activities. Objectives and deliverables will be tracked for completion. The services are:

- Setup and maintain web hosting site for LA DOTD traffic data storage and analysis.
- Setup a system to check to make sure that the traffic data auto polling from all the continuous count stations statewide is working as intended.
- Import LA DOTD historical traffic data for display and analysis into web hosted site.
- Increase the speed and efficiency of traffic data collection and processing.
- Produce FHWA reports from collected traffic data to generate Card3, SCard, CCard and WCard submittals.

Fees for service will be reduced on a pro-rata basis by comparing time the service is not in compliance against the stated benchmarks. The contract may be terminated if the service is not available at least 80% of the time. Security compliance shall be maintained at all times during service availability. Fees for service will be reduced on a pro-rata basis by comparing time the service is not in security compliance against the time in compliance.

3. CONTRACT MODIFICATIONS

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

Changes to the contract include any change in a) Compensation; b) Beginning/Ending date of the contract; c) Scope of work; and/or d) Contractor change through the assignment of contract process.

Any such changes aforementioned, once approved, will result in the issuance of an amendment to the contract.

4. FUND USE

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

5. HEADINGS

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

6. PAYMENT TERMS

The Office of Technology Services (OTS) shall pay Contractor in accordance with the Pricing Schedule set forth in **Attachment B** to this contract. The Contractor may invoice OTS monthly at the billing address designated by OTS. Payments will be made by OTS within approximately thirty (30) days after receipt of a properly executed invoice, and approval by OTS. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

7. LATE PAYMENTS

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

8. DELIVERABLES

Contractor agrees to provide the following deliverables:

Data Loading and Processing – Receipt and loading of data into the application shall be performed with care and OTS/LA DOTD must be involved whenever loading issues need to be resolved.

Data Quality Assurance – Processing of loaded data through the quality assurance applications, review of results, coordination of actions possibly required by LA DOTD staff, and accepting data once it has passed quality metrics.

Data Management and Reporting – Manipulation of data, creation of sites and working with OTS/LA DOTD to establish site parameters, and generation of reports.

Hosting Services – Maintaining the server space and OTS/LA DOTD-specific application modules.

Technical Support – Assistance to OTS/LA DOTD, training, updates to software.

9. TAXES

Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in **Attachment B** to this Contract. State agencies are exempt from all State and local sales and use taxes.

10. TERMINATION

The State of Louisiana has the right to terminate this contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

10.1. TERMINATION OF THIS CONTRACT FOR CAUSE

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

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

10.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

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

10.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

11. OWNERSHIP

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

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State at the Contractor's expense, at termination or expiration of this contract.

12. USE OF AGENCY'S FACILITIES

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage. The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

13. WAIVER

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

14. WARRANTIES

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

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder.

"Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own

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

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

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

16. INSURANCE

16.1. INSURANCE

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, in accordance with Sections 1.30 and 1.31 of the RFP and **ATTACHMENT C**-Insurance Requirements for Contractors of this Contract. The Contractor shall maintain the insurance for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

17. LICENSES AND PERMITS

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

18. SEVERABILITY

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

19. SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

20. SUBSTITUTION OF PERSONNEL

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

The State shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

21. ASSIGNMENT

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

22. CODE OF ETHICS

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

23. CONFIDENTIALITY

The following provision will apply unless the State agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out

the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

24. CONTRACT CONTROVERSIES

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

25. RIGHT TO AUDIT

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

26. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

27. CONTRACTOR'S COOPERATION/CLOSE-OUT

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

28. COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging the Commissioner's duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

29. SECURITY

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

30. TERM OF CONTRACT

This Contract is effective upon OSP approval and will end no later than thirty-six (36) months, unless otherwise terminated in accordance with the Termination provision(s) of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms, and conditions.

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. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement ("OSP") to extend the contract terms beyond the initial thirty-six (36) month term. Total contract time may not exceed sixty (60) months.

31. COMMENCEMENT OF WORK

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

32. COMPLIANCE WITH CIVIL RIGHTS LAWS

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 Employment Opportunity Act of 1972, as amended, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. 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.

33. RECORD RETENTION

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

34. ANTI-KICKBACK CLAUSE

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

35. CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which

prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

36. ENERGY POLICY AND CONSERVATION ACT

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

37. CLEAN WATER ACT

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

38. ANTI-LOBBYING AND DEBARMENT ACT

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

39. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

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40. COMPLETE CONTRACT

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

41. ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated October 4, 2017, and the Contractor's Proposal dated November 29, 2017, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT ANN ARBOR, MICHIGAN on this 3rd day of JULY, 2018, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

Steven Wissin

Software Architect

MIDWESTERN SOFTWARE SOLUTIONS (MS2)

By: BEN CHEN

Title: PRINCIPAL

THUS DONE AND SIGNED AT DOTHAN on this 13 day of JULY, 2018, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

Paula Tuzee

Amber Mc

LA DEPARTMENT OF TRANSPORTATION
& DEVELOPMENT

By: Daniel J. Masi

Title: Deputy Assistant Secretary
Office of Planning

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this 8th day of August, 2018, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

Diana S. Harne

Amber Mc

DIVISION OF ADMINISTRATION
SIGNATURE:

BY: CLRD

Title: Asst. Comm.

Phone No.: 225-343-7000

Approved by: Paula Tuzee
Director of State Procurement
Date: 8/14/18

2018 AUG 13 AM 9:07
DIVISION OF ADMINISTRATION
OFFICE OF STATE PROCUREMENT

2018 JUL 16 AM 9:46
DIVISION OF ADMINISTRATION
OFFICE OF STATE PROCUREMENT

ATTACHMENT A – STATEMENT OF WORK

2.1 Contractor hereby agrees to furnish the following services:

- a. An action plan for creating, importing historical data and hosting a data storage system for DOTD's current and future traffic data sources. Note: The Traffic Monitoring Section uses different brands of sensors to monitor and collect traffic data that would be subsequently uploaded to the LA DOTD traffic server. Spreadsheets, queries, and database storage of traffic information are currently integrated into one (1) web based hosted solution.
- b. User-friendly, automated traffic database processing, reporting, and database management tools that improve LA DOTD's overall traffic data quality. The Contractor shall provide a web based hosting application that can provide electronic tools for compiling the daily, weekly, monthly and year-end processes. In support of providing processing and reporting of traffic data, the services shall, at a minimum, provide:
 - i. Traffic data polling management by auto-polling and receiving traffic data as machine-readable volumes, bins, or individual vehicle records. Traffic data devices used by LA DOTD include, but are not limited to, the following vendors:
 1. PEEK
 2. IRD
 3. Diamond
 4. TimeMark
 5. MetroCount
 6. Jamar
 7. Image Sensing Systems (ISS)
 - ii. Traffic data collection site management
 - iii. Data workflow management
 - iv. Quality control and quality checking of data
 - v. Calculate Seasonal Adjustment Factors and Axle Correction Factors (ACF) in accordance with FHWA Traffic Monitoring Guide (TMG) procedures
 - vi. Calculate Average Daily Traffic (ADT), Annual Average Daily Traffic (AADT), Vehicle Miles Traveled (VMT)
 - vii. Calculate Vehicle Density (D), Headway (ha), Spacing (S), 85th Percentile Speed, K-Factor (30th highest hour)
 - viii. Calculate Annual Highest Hour, Annual Hourly Day of Week, Annual Day of Week Percentage Statistics
 - ix. Process and store short count data and continuous count data including volume, classification, weigh-in-motion, speed and length data, and special needs data such as turning movement counts
 - x. Reporting (daily, monthly, quarterly and year-end), 24-hour and 48-hour traffic volume, class, speed, weigh-in-motion data and poll data from DOTD RVD (Radar Vehicle Detector) sites
 - xi. Database management tools for the storage, modification, importing and extraction of traffic information
 - xii. Export capabilities to support FHWA reporting requirements including Card3, SCard, CCard and WCard records
 - xiii. Ability to create custom reports and advanced queries on specified sites, Parishes, Functional Classification System, and other adhoc data, and must include available coordinates thereof.
- c. The hosted application must satisfy the FHWA traffic monitoring guide (TMG) requirements (<https://www.fhwa.dot.gov/policyinformation/tmgguide>) and the American Association of State and Highway Transportation Officials (AASHTO) guidelines (<http://www.transportation.org>)

for Traffic Data Programs.

- d. The ability to either view traffic data through an integrated GIS mapping solution or export GPS coordinates to allow downstream software to display the data on a map. Must also provide data publication through GIS feature services.
- e. An access point to allow mobile device data transfer using LA DOTD owned laptops or equivalent for collecting short term tube counts.
- f. An access point for validating and incorporating LA DOTD Intelligent Transportation Systems (ITS) traffic camera and radar detector data for volume, speed and occupancy.
- g. An access point for validating and incorporating data collected by contracted vendors and local agencies including, but not limited to, assisting with a decoder for certain traffic monitoring sensors.
- h. Training and support services to OTS/LA DOTD staff, respond to emails or other correspondence.
- i. The ability to process Linear Reference System (LRS) edits and maintain station locations via transactional communication with Esri Roads & Highways.
- j. Assist with creation and maintenance of Louisiana Roads & Highways Segments using ArcGIS.

2.1.1 Performance Levels

The application must provide secure environments for two (2) kinds of users:

- A multi-user, collaborative, read/write environment for registered data analysts and administrators from LA DOTD.
- A read-only reporting environment for non-authenticated (public) users.
- The application must provide at least for the following:
 - Five (5) simultaneous registered data analysts
 - Twenty (20) simultaneous public users

The application must continue to operate with minimal changes to performance for the heaviest specified loads.

2.1.2 Security

The system must take measures to prevent security threats that may result in data loss or service degradation, including:

- Firewalls
- Built in Role Based Access Control for various objects and actions throughout the application
- A secure process for creating users, which details who controls user creation and their permissions
- Built in measures that prevent modification or destruction of data by unauthorized users
- Built in measures for managing typical input validation errors that may compromise security, such as format strings, SQL injection, cross-site scripting, HTTP header injection and the like.
- Secure password management policies that include, at a minimum, a process for password recovery, a process for changing the password, and a policy on password strength.
- Encryption policies and algorithms for the secure transmission of data between hosted service and connections to LA DOTD or outside public internet activity.

2.1.3 Hosted Software Updates

Occasionally, changes to the FHWA Traffic Monitoring Guide reporting procedures and standards would require updates to the hosted software. The Contractor must make available once a year the latest software updates without additional cost to OTS.

2.1.4 Support Response

The Contractor must provide support response goals based on the level of urgency and present a schedule for response for normal business hours between 6:00 AM and 6:00 PM Central Time Monday through Friday, excluding State holidays observed by LADOTD, and during off-shift hours between 6:01 PM and 5:59 AM Central Time Monday through Friday, and between 12:01 AM and 12:00 Central Time midnight Saturday through Sunday. A resolution goal timeline will also be provided for handling support requests.

2.1.5 Service Level Agreement

The Contractor shall provide definitions of key terms used in the Service Level Agreement (SLA). This must include the definition of "The Service", which fully explains:

- The critical software applications and hardware devices involved in the provision of the service that the Contractor is responsible for providing, such as:
 - Database server
 - Web application server
 - LDAP-based authentication service such as Active Directory
 - ESRI ArcGIS Mobile
 - Enough ram to ensure all the critical software applications are run directly from memory, not "swap file"
 - Enough disk space to store all LADOTD's raw traffic data for at least ten (10) years
 - Unlimited power supply
 - Separate backup device
- Critical duties Contractor is responsible for performing
- Any other applications, devices or duties that LA DOTD is responsible for.

2.1.6 Service Availability

The application must allow all its functions to be executed via a standard web browser. At a minimum the application must be:

- 99% available during working hours: between 6:00 AM and 4:30 PM Central Time, Monday through Friday, excluding State holidays observed by LA DOTD
- 95% all other times, including State holidays observed by LA DOTD

The Contractor must define any exclusion that may apply to the service availability, for example; lost passwords, deliberate or accidental misuse by registered users, reasonable delays due to computer intensive activities such as data loading or performing intensive calculations, etc.

2.1.7 Other Policies

The Contractor shall provide:

- A backup and disaster recovery plan in the event of data loss due to natural or human induced disasters
- Control measures in recovery plan shall include preventive, detective and corrective measures

- An incident reporting and tracking process
- The approach to providing a fault tolerant computing environment

2.2 Location

The requirements gathering is to be performed, completed and managed at the Department of Transportation and Development, 1201 Capitol Access Road, Baton Rouge Louisiana 70802. All other services may be performed at the Contractor's location(s).

ATTACHMENT B – Pricing Schedule

Contractor to furnish all materials, equipment, travel, and incidentals necessary to provide the scope of services as outlined in this contract for the sum of:

Software License Cost	\$150,000.00
One-time Implementation Costs	\$48,000.00
Software Maintenance and Support Costs (\$4000.00 per month X 36 months)	\$144,000.00
Hosting Fee (\$1000.00 per month X 36 Months)	\$36,000.00
Total Cost (Over 3 Year Term)	\$378,000.00

Software Maintenance and Support Costs shall be for a period of thirty-six (36) months which shall begin upon expiration of the warranty period.

Software Maintenance and Support shall include the following:

- Periodic updates to the licensed software at no additional cost to the State;
- An Issue Reporting and Tracking system; and
- Services to correct bugs, errors, breaks or defects in the product, which are defined as deviations between the documented functionality of the product and its actual performance.

ATTACHMENT C - INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

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

2. Commercial General Liability

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

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident 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.

4. Professional Liability (Errors and Omissions)

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

5. Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

- a. All policies must be endorsed to require 30 days' written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

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

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

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

State of Louisiana
Division of Administration, Office of Technology Services, Its Officers, Agents, Employees & Volunteers
1201 N. Third St., Suite 2-130
Baton Rouge, LA 70802
Project or Contract #: Statewide Traffic Data Management Services #3000008892
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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



STATE of LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS



Office of Group Benefits

September 18, 2020 JLCB Meeting

Discovery Benefits, LLC

*COBRA and FSA Administration Services
Contract Amendment #2 Overview*

Discovery Benefits, LLC

COBRA and FSA Administration Services Contract Amendment #2 Overview

Contract Purpose	To provide COBRA and Flexible Spending Account (“FSA”) administration services in support of plan options offered by OGB.
COBRA Eligible Enrollees	Active employees of the State of Louisiana and other OGB-participating entities who receive reduction in hours of employment, voluntarily or involuntarily terminate employment other than for reason of gross misconduct, or retire from employment; covered dependents of covered employees who become deceased, divorced or legally separated, or who cease to be dependent children under the generally applicable requirements of the plan.
FSA Eligible Enrollees	Active employees of the State of Louisiana and other entities that participate in the OGB Health Plan and also participate in OGB’s optional Flexible Benefits Plan. Such active employees may enroll in one or several Flexible Benefits Plan options.
COBRA Participants as of 9/01/2020	307
FSA Members as of 9/01/2020	6,411
Beginning Contract Date	1/01/2018
Ending Contract Date	12/31/2020
Renewable Options Already Exercised	None
Ending Contract Date After this Amendment	12/31/2021
Renewable Options Remaining	12 months
Original Procurement Method	Request for Proposal
Current Contract Amount	\$1,400,000
Ending Contract Amount After Amendment	\$1,892,000
COBRA Administration Fee	\$0.23 Per Covered Employee Per Month (no change from 2020) Payable to Vendor
FSA Administration Fee	\$2.90 Per Participant Per Month (no change from 2020)

Amendment to Contract Between

**State of Louisiana
Division of Administration
Office of Group Benefits (OGB)**

And

**Discovery Benefits, LLC (Formerly Discovery Benefits, Inc.)
4321 20th Avenue South
Fargo, ND 58103**

CHANGE FROM:

3.1 TERM OF CONTRACT

The Contract shall become effective on January 1, 2018, and shall end on December 31, 2020. With all proper approvals and concurrence with Contractor, OGB may also exercise an option to extend the Contract 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) and/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. The total Contract term, with extensions, shall not exceed five (5) years. The continuation of the Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

CHANGE TO:

3.1 TERM OF CONTRACT

The Contract shall become effective on January 1, 2018, with an initial contract term through December 31, 2020. With all proper approvals and concurrence with Contractor, OGB may also exercise an option to extend the Contract 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) and/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. The total Contract term, with extensions, shall not exceed five (5) years. The continuation of the Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

At this time, OGB is exercising a portion of its twenty-four (24)-month option, to extend the term of the Contract for an additional twelve (12) month term, through December 31, 2021, at the same rates, terms and conditions as the initial Contract term, except as provided herein.

CHANGE FROM:

3.4 PAYMENT TERMS

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of \$1,400,000.00. Payments are predicated upon successful completion and written approval by OGB of the described services as deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract. **No payments will be made by OGB on banking or State holidays.**

The method of payment will be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank.

Contractor will invoice OGB monthly for payment of administrative fees within five (5) business days after the end of each month. For billing purposes, FSA participant counts will be determined on the last business day of each month. For COBRA administration, the administrative fee will be based on the number of employees/retirees enrolled in the OGB health plans at the end of each month. Participants losing eligibility to receive FSA reimbursement after the first business day of the month are included in the count for that month's billing. OGB shall have thirty (30) days from the date of the invoice to correct a count for credit or refund unless such limitation prohibited by law. Upon validation of the invoice for administrative fees, OGB shall render payment of undisputed amounts within thirty (30) days.

Dollar Amount of the Contract

During the execution of services as described in Section 1, Contractor may submit invoices not more frequently than monthly.

Payment terms are as follows:

FSA Administrative Fees per participant per month	\$2.90
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COBRA Administrative Fees pre covered employee per month	\$0.23
--	--------

For FSA Administration, a participant is an individual who is eligible to receive reimbursement based on the Internal Revenue Code Section 125 cafeteria plan adopted by OGB.

For COBRA Administration, a covered employee is the subscriber enrolled for coverage in an OGB plan.

CHANGE TO:

3.4 PAYMENT TERMS

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of One Million Eight Hundred Ninety-Two Thousand Dollars (\$1,892,000.00). Payments are predicated upon successful completion and written approval by OGB of the described services as deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract. **No payments will be made by OGB on banking or State holidays.**

The method of payment will be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank.

Contractor will invoice OGB monthly for payment of administrative fees within five (5) business days after the end of each month. For billing purposes, FSA participant counts will be determined on the last business day of each month. For COBRA administration, the administrative fee will be based on the number of employees/retirees enrolled in the OGB health plans at the end of each month. Participants losing eligibility to receive FSA reimbursement after the first business day of the month are included in the count for that month's billing. OGB shall have thirty (30) days from the date of the invoice to correct a count for credit or refund unless such limitation prohibited by law. Upon validation of the invoice for administrative fees, OGB shall render payment of undisputed amounts within thirty (30) days.

Dollar Amount of the Contract

During the execution of services as described in Section 1, Contractor may submit invoices not more frequently than monthly.

Payment terms are as follows:

FSA Administrative Fees per participant per month	\$2.90
---	--------

COBRA Administrative Fees pre covered employee per month	\$0.23
--	--------

For FSA Administration, a participant is an individual who is eligible to receive reimbursement based on the Internal Revenue Code Section 125 cafeteria plan adopted by OGB.

For COBRA Administration, a covered employee is the subscriber enrolled for coverage in an OGB plan.

Effective Date of Amendment: September 1, 2020

Justification for Amendment: To exercise the option to extend Contract for twelve (12) of the twenty-four (24) additional months available under the Contract, at the same rates, terms, and conditions of the initial Contract term, as previously amended, except as provided in this amendment. To increase maximum payable amount to One Million Eight Hundred Ninety-Two Thousand Dollars (\$1,892,000.00).

All other provisions of the Contract shall remain in full force and effect. Any conflict between the Contract and this Amendment regarding the subject matters of this Amendment shall be resolved in favor of this Amendment.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

IN WITNESS THEREOF, this Amendment is signed and entered into on the date(s) included below.

STATE OF LOUISIANA,
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS

BY: *Tommy Teague*

NAME: Tommy Teague

TITLE: Chief Executive Officer

DATE: 8/3/2020

DISCOVERY BENEFITS, LLC

BY: *Andy Doeden*

NAME: Andy Doeden

TITLE: Sr VP – National Sales

DATE: August 3, 2020



STATE of LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS



Office of Group Benefits

September 18, 2020 JLCB Meeting

**Louisiana Health Service & Indemnity Company
d/b/a Blue Cross and Blue Shield of Louisiana**

*Administrative Services Only for Self-funded Medical Plans
Contract Overview*

Blue Cross and Blue Shield of Louisiana

Administrative Services Only for Self-funded Medical Plans Contract Overview

Contract Purpose	To provide administrative services to support the self-funded medical plans offered by OGB. Services include but are not limited to regulatory assistance, medical claims administration, case management, third party recovery, and other general administrative support services.
Eligible enrollees	Active and retired employees of the State of Louisiana and other OGB-participating entities
Self-funded Health Plan Members as of 9/1/2020	214,646
Beginning Contract Date	1/1/2021
Ending Contract Date	12/31/2023
Renewable Options	Two 12-month options
Procurement Method	Request for Proposals
Contract Amount	\$3,521,000,000
Administrative Fee	\$23.90 Per Enrollee Per Month (increase of \$1.73 over 2020); Payable to Vendor
Number of Plans	Five (no change from 2020)
Plan Year 2021 Rates¹	5.5% increase over Plan Year 2020 Premiums for all plans

¹ The 5.5% premium rate increase to be implemented effective 1/01/2021 is not associated with the award of the ASO for Self-funded Medical Plans Contract to BCBSLA. Adjustments made to the premiums for OGB's self-funded health plans are based on actuarial recommendations and implemented in accordance with the provisions established by Act 146 of the 2015 Regular Session of the Legislature.

Contract Highlights

- Through the implementation of enhanced administrative services programs, the contract is projected to generate savings for OGB between \$1.5 million to \$5.0 million annually. BCBSLA guarantees a return on investment "ROI" of 3:1 for the portion of the \$23.90 PEPM administrative fee assessed to OGB to perform these services.
 - Enhanced Utilization Management program: Through this program, BCBSLA partners with AIM Specialty Health to target key conditions (like musculoskeletal disorders, cardiac disorders, and radiation oncology) for review by board-certified specialists who can recognize and curtail inappropriate utilization thereby reducing costs.
 - Enhanced Payment Integrity program: BCBSLA is now partnering with vendors specializing in payment integrity audits, including credit balance, data mining, and diagnosis-related group (DRG) code audits.

On this __ day of September, 2020, the State of Louisiana, Office of Group Benefits, 1201 N. 3rd Street, Suite G-159, Baton Rouge, LA 70802, hereinafter sometimes referred to as the “OGB” or “State”, and Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana, 5525 Reitz Avenue, Baton Rouge, LA 70809-3802, hereinafter sometimes referred to as the “Contractor,” do hereby enter into a Contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

Blue Cross Blue Shield of Louisiana shall provide Administrative Services Only (“ASO”) services to support certain self-funded plans offered by OGB. These services shall include, at a minimum, all services specified in Section 1.2 and the attachments referenced therein.

1.2 STATEMENT OF WORK

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

Attachment I: Scope of Services

Attachment II: Rate Schedule

Attachment III: Business Associate Addendum

Attachment IV: Records Retention Schedule

Attachment V: Imaging System Survey Compliance and Records Destruction

Attachment VI: Subrogation and Workers’ Compensation Process and Procedures

Attachment VII: File/Reports and Layout

1.3 GOALS AND OBJECTIVES

1. To fulfill OGB’s delegated responsibility to serve the State of Louisiana by managing the self-funded health plans while improving the quality of health for those served by OGB.
2. To provide quality, cost-effective healthcare services to Plan Participants.

1.4 PERFORMANCE MEASURES

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

1.5 MONITORING PLAN

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

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

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

1.6 CONTRACTOR PROJECT MANAGEMENT

Contractor Project Management is as follows:

- A. Account Management Team.** Contractor will provide an Account Management Team for the duration of the engagement including a dedicated Account Executive, Implementation Manager, Operational Account Manager, Project Manager, Clinical Program Manager, Financial Analyst, Analytics and Data Lead, Privacy Officer, and Customer Service Manager. The Account Executive must have at least one (1) back-up staff member designated to handle the overall responsibility of OGB.
- B. Substitution of Key Personnel.** The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of OGB/State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to projects outside this Contract, outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in providing services. When possible, Contractor will give OGB a minimum of sixty (60) days' advance notice of any changes in OGB's account management team, and a description of the training requirements for new team members. Reasonable exceptions would apply in situations beyond Contractor's control (i.e., resignation/termination with less than 60 days' notice). OGB reserves the right to request changes to any of the assigned personnel based on unsatisfactory performance levels as determined by OGB. Additionally, OGB will be provided with the opportunity to interview any new team member(s).
- C. Account Management Team Support.** The Account Management Team will provide support around account strategy, Plan Participant inquiries, issue resolution, reports, and other requested projects and deliverables. Contractor will provide an annual service cycle plan as well as an ongoing task log with timelines for all deliverables and weekly status update meetings in person, via video conference, or via teleconference.
- D. Quarterly Meetings.** All of the Account Management Team will attend all on-site quarterly meetings at OGB. The meetings shall be held no later than thirty (30) days following quarter end. The Account Management Team will provide for OGB approval a draft agenda at least ten (10) business days in advance of a meeting to allow changes to the agenda and a reasonable opportunity to prepare for the meeting. At minimum, during the quarterly meeting, the Account Management Team should discuss the following: goals, expectations, and priorities; review the quarterly report and other issues such as performance guarantees, quality assurance, operations, network status and access; benefit and program changes or enhancements; legislative issues; audits;

cost trends; utilization; program outcomes; customer service issues; future goals and planning; and other issues reasonably related to the Contract.

- E. Minutes.** Within three (3) business days after any meeting, Contractor shall provide OGB with a detailed and well-documented draft of meeting minutes. OGB shall review and revise the draft minutes as appropriate and return to the Contractor. Final minutes must be provided within three (3) business days after receipt of the revised minutes from OGB. Minutes shall include a list of and description of all tasks and/or deliverables, identify the responsible party, and provide a projected delivery date.
- F. Documentation.** Contractor will maintain an ongoing process log that will document all benefit and system programming changes, which will be provided to OGB within five (5) business days of any change.
- G. Coordination with other OGB Vendor(s).** Contractor will coordinate and cooperate with OGB's administrative services provider(s) for OGB's self-insured medical plans, actuary, and other vendors as needed on integration of information to or from other service providers relative to the services addressed in this Contract.

1.7 DELIVERABLES

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

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

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

2 DEFINITIONS

Account Management Team – Contractor's dedicated staff assigned to OGB which shall include a Strategic Account Executive, Implementation Manager, Operational Account Manager, Project Manager, Clinical Program Manager, Financial Analyst, Data and Analytics Lead, Privacy Officer, and Customer Service Manager.

Alternate Recipient – the Primary Plan Participant(s) in a group health plan who is ordered under a medical support order to provide health insurance on behalf of a child.

Benefit Plan – the covered benefits provided to Plan Participants as defined by the Plan offered by OGB.

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

CMS – the Centers for Medicare and Medicaid Services.

COB – the Coordination of Benefits.

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

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

CSR – a Customer Service Representative.

EOB – an Explanation of Benefits.

HIPAA – the Health Insurance Portability and Accountability Act.

Identification Cards (“ID Cards”) – printed identification cards containing specific information about the Covered Benefits to which Plan Participants are entitled. All ID Cards shall have the applicable logo or other method, agreed upon by both parties in writing, of identifying the Contractor.

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

MBI – Medicare Beneficiary Identifier.

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

OSP – Office of State Procurement.

PBM – the Pharmacy Benefit Manager.

Plan – OGB’s defined health benefit plan pursuant to which Covered Benefits are provided to Plan Participants.

Plan Participant(s) – individuals who are entitled to Covered Benefits through OGB as identified in the eligibility data file prepared, maintained and as determined by OGB, and delivered to the Contractor.

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

PPACA – the Patient Protection and Affordable Care Act.

Proposal – a response to a RFP.

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

RFP – a Request For Proposals.

ROI – Return on Investment.

Shall, Must, Will – a mandatory requirement.

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

3 ADMINISTRATIVE REQUIREMENTS

3.1 TERM OF CONTRACT

The term of the Contract shall begin on or about January 1, 2021, and is anticipated to end on December 31, 2023. With all proper approvals and concurrence with the successful Contractor, OGB may also exercise the option to extend the Contract for additional periods of time at the same rates, terms and conditions of the initial Contract term; such additional periods of time shall not exceed a total of twenty-four (24) months. 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) and/or other approval authorized by law shall be obtained. 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 3-year term. 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.

3.2 OGB FURNISHED RESOURCES

OGB shall appoint a Contract Monitor for this Contract who will provide oversight of the activities conducted hereunder. The assigned Contract Monitor shall be the principal point of contact on behalf of OGB and will be the principal point of contact for the Contractor concerning Contractor's performance under this Contract.

3.3 OGB PLAN RESPONSIBILITY

- (a) Except as specifically provided to the contrary, OGB retains final authority and responsibility for the Plan and its operation, including if applicable, compliance with any state and federal laws, and payment of Claims filed under the Plan. The Contractor is empowered to act on behalf of OGB only in an administrative capacity for the services specified herein, subject to the direction and authority of OGB. Any decision or action of the Contractor regarding this Contract or the Plan which does not result from its omission, fault, or negligence, including dishonest, fraudulent, or criminal conduct, of which OGB is made aware of in writing which is not overridden or otherwise modified by OGB in writing, shall be deemed to be the exercise of OGB's discretionary power to make final decision or conclusive action.
- (b) OGB shall be responsible for compliance with all state and federal laws except as specifically assumed by the Contractor under this Contract.
- (c) OGB shall reimburse the Contractor for any taxes, charges or fees which may be assessed against the Contractor by any governmental entity for providing any service or benefits to OGB as set forth under the Plan or this Contract, with the exception of income taxes owed by the Contractor as specified in section 3.4.
- (d) OGB will notify the Contractor which state employees, retirees or their dependents and/or other persons are eligible Plan Participants. This information will be provided to the Contractor in a daily eligibility file.
- (e) OGB will notify the Contractor in writing as soon as reasonably practical if OGB changes the Benefit Plan or other relevant Benefit Plan provisions, including termination of the Plan, within a reasonable period of time prior to the change becoming effective. OGB reserves the right to reallocate programs and costs to different programs offered by the Contractor throughout the term of the Contract without any penalty.
- (f) Unless otherwise specifically delegated to the Contractor herein, OGB remains responsible for the preparation and distribution of information, notices, etc. required to be provided to Plan Participants under applicable laws or regulations, and for maintaining and operating the Plan in accordance with applicable laws and regulations. Contractor shall be responsible for providing written notice to Plan Participants of any data breach.

3.4 TAXES AND FEES

Contractor is responsible for payment of all taxes and fees on Contractor's income, property, and entity status (i.e., permits, licenses, etc.). Contractor's federal tax identification number is 23-7384555. Contractor's seven-digit Louisiana Department of Revenue account number is 0400820. In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue ("LDR") must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue prior to the approval of this Contract by the Office of State Procurement. The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this Contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should the prospective Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of notification of such discrepancies.

3.5 PAYMENT TERMS

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of Three Billion Five Hundred Twenty-One Million Dollars \$3,521,000,000.00 for work performed during the term of this Contract. This fee is inclusive of travel and all Contract-related expenses. Payments are predicated upon successful completion by Contractor and written approval by OGB of the described services and deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract. **No payments will be made by OGB on banking or State holidays.**

Claims Payments. OGB will not provide advance funding for payment of claims. The Contractor shall submit weekly invoices for reimbursement of claims no later than 12:00 p.m. CT on the established billing day, with an accompanying check register (claims disbursements) showing all paid claims and any other supporting documentation necessary to substantiate invoiced costs. Separate invoices shall be prepared with respect to claims for each Plan offering and shall identify on each invoice the portion applicable to active and retiree Plan Participants. Upon receipt and validation of each claims invoice, OGB shall wire the undisputed amount within two (2) business days of receipt. If the invoice(s) and electronic check register(s) do not reconcile, payment of the disputed amount will be made within two (2) business days of successful reconciliation. If OGB questions the amount, OGB will notify the Contractor of its questions regarding said amount, and Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

If OGB fails to wire the undisputed amount of the previous weekly invoice for reimbursement of claims within two (2) business days of receipt, Contractor shall send written notice via email to the Contract Monitor, the Chief Executive Officer, and the Chief Operating Officer of its intent to suspend claims payments on behalf of OGB until the reimbursement payment for the undisputed amount has been received. After the written notice is sent, Contractor must provide OGB seven (7) business days to wire the undisputed amount prior to suspending claims payments. Twenty-four (24) hours prior to the suspension of claims payment, Contractor shall submit second written notice to the Contract Monitor, Chief Executive Officer, and the Chief

Operating Officer of its intent to suspend claims payment. Upon the suspension of claims payments, Contractor will continue all administrative services. Claims payments will resume immediately once the undisputed amount that is the subject of the written notice described above has been paid.

Contractor shall not be liable for any penalties or fees that OGB may incur as a result of Contractor suspending claims payment due to OGB's non-payment of undisputed amounts of weekly invoices.

Administrative Monthly Fees. Contractor will invoice OGB for all fees and charges earned by Contractor set forth in Attachment II: Rate Schedule, unless lower fees are negotiated, which will be reflected in a separate invoice. Upon receipt and validation of Contractor's invoice for administrative monthly fees, OGB shall pay undisputed fees by wire transfer within thirty (30) days of receipt. Administrative monthly fees will be charged the month following the month in which the service is provided. If OGB questions the amount, OGB will notify the Contractor of its questions regarding said amount, and Contractor shall make a reasonable effort to respond to such questions within five (5) business days. Note: the Transitional Reinsurance Program fees and the Patient Certified Outcome Research Institute (PCORI) fees are the responsibility of OGB and are not included in the administrative monthly fees.

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

3.6 PERFORMANCE BOND

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

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

3.7 PERFORMANCE GUARANTEES

Contractor agrees to provide its operational performance guarantees on a client-specific basis and report OGB's results on a quarterly basis. The following clinical performance guarantee metrics shall be reported annually: Trend, Discount, Minimum Overall Network Discount, Diabetes Adverse Events, Coronary Artery Disease Adverse Events, Utilization and Wellness Management Program, Readmission Rate 15 Day, Mental Health 30 Day follow-up visit after discharge, Specialty Drug Trend cost guarantee, and Specialty Drug Utilization Reduction .

OGB shall have the ability to modify the performance guarantees each contract year, in accordance with the requirements provided in Section 11 of the contract. OGB, at its sole discretion, will allocate amounts at risk for performance guarantees, provided no more than thirty percent (30%) of the total amount at risk is allocated to one performance guarantee. Contractor will be subject to per day fees for the independent assurance performance guarantee.

The Trend, Discount, Minimum Overall Network Discount, Diabetes Adverse Events, Coronary Artery Disease Adverse Events, Utilization and Wellness Management Program, Readmission Rate 15 Day, Mental Health 30 Day follow-up visit after discharge, Specialty Drug Trend cost guarantee, and Specialty Drug Utilization Reduction performance guarantees must be reconciled annually and any penalties owed to OGB shall be paid automatically by August 15th after the end of the following calendar year. All other performance guarantees must be reconciled annually and any penalties owed to OGB shall be paid automatically within ninety (90) days after the end of the calendar year. Implementation performance guarantees will be measured and reported within ninety (90) days after the agreed upon implementation date. Payment of any due and owing implementation performance penalty shall be paid within sixty (60) days of notification of the penalty to the Contractor.

Performance Guarantees: The Contractor will be subject to negotiated performance standards and those detailed in Attachment I: Scope of Services.

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

Measurement Periods: The first period to be measured shall be calendar year 2021 also known as January 1, 2021 through December 31, 2021. The second period will be for calendar year 2022, and the third period for calendar year 2023. The fourth period, subject to the renewal option, will be for calendar year 2024, and the fifth period, subject to the renewal option, will be for calendar year 2025. If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice as provided in Section 20 of this contract, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default, and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

4.2 TERMINATION FOR CONVENIENCE

OGB/State may terminate the Contract at any time by giving at least thirty (30) days' written notice to Contractor of such termination or negotiating with Contractor an effective date. Contractor shall be entitled to payment for services completed prior to receipt of such notice and deliverables in progress, to the extent work has been performed to OGB's satisfaction.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

5 INDEMNIFICATION AND DEFENSE

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

Claims/Costs which may be assessed against the State in any action for infringement of a United States Letter Patent with respect to the products furnished, or of any copyright, trademark, trade secret or intellectual property right, in relation to the Contract provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit; (ii) the opportunity to take over, settle or defend such Claim/Cost at Contractor's sole expense; and (iii) reasonable assistance in the defense of any such action at the expense of Contractor. Where a Claim/Cost arises relative to a real or anticipated infringement, the State, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as to such infringement claim as the State deems necessary.

- (e) In addition to the foregoing remedies for patent infringement Claims/Costs, if the use of the product, material, or service or part(s) thereof shall be enjoined for any reason or if Contractor believes that such use may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the State the right to continue using such product, material, or service or part(s) thereof, as applicable, under the same terms and conditions as provided in the Contract; (ii) to modify the product, material, or service so that it becomes a non-infringing product, material, or service of at least equal quality and performance, in the State's sole opinion; (iii) to replace the product, material, or service or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, in the State's sole opinion; or (iv) if none of the foregoing is commercially reasonable, provide monetary compensation to the State.
- (f) Contractor agrees to indemnify and defend the State from all Claims/Costs relating to Contractor's or its subcontractors' fault or negligence, including, but not limited to, any claims relating to the failure of Contractor to provide services or fulfill obligations as specified in the Contract due to financial hardship or insolvency.
- (g) Contractor agrees to investigate, handle, respond to, provide defense for and defend any Claims/Costs at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims/Costs are groundless, false or fraudulent.
- (h) The State may, in addition to other remedies available to the State, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any Claims/Costs asserted by or against the State, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, for which Contractor owes indemnification and/or defense pursuant to this Section.

6 FORCE MAJEURE

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

7 CONTRACT CONTROVERSIES

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

8 FUND USE

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

9 ASSIGNMENT

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

10 RIGHT TO AUDIT

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

The State has the right to hire an independent third-party auditor, if the State deems necessary, to review all accounts, procedures, matters, and records, and Contractor and/or subcontractor/vendor shall provide access to all files, information system access, and space access upon request of the State for the third-party auditor selected to perform the indicated audit.

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

10.1 RECORDS

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

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

10.2 CONTRACTOR’S COOPERATION

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

11 CONTRACT MODIFICATIONS

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

12 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical, and other data and information relating to the State’s operation or the Contract which are made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective security and procedural requirements as are applicable to OGB and the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information (other than protected health information) which is or becomes publicly available through no fault of Contractor or its subcontractors, vendors, agents, or employees, is already rightfully in the Contractor’s possession, is

independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties without breach of the Contract.

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

12.1 SECURITY/DUTIES TO MONITOR AND REPORT SECURITY EVENTS

The Contractor and its subcontractors/vendors shall maintain safeguards and take commercially reasonable technical, physical, and organizational/administrative precautions to ensure that the State's data is protected from unauthorized access, use, and disclosure, in accordance with the State's current and published Information Security Policy found at <https://www.doa.la.gov/OTS/InformationSecurity/LA-InfoSecPolicy-v1.01.pdf>. The Contractor shall implement and maintain safeguards and monitoring plans to detect unauthorized access to or use of confidential information and any attempts to gain unauthorized access to confidential information. The Contractor and its subcontractors/vendors shall provide the Contract Monitor with immediate notification (not more than forty-eight (48) hours) of the Contractor's awareness of any Security Event, as defined in the Information Security Policy ("Security Event"), involving confidential information under this Contract and also report such Security Event to Louisiana's Information Security Team at 1.844.692.8019 (open 24 hours a day, 7 days a week) as soon as feasibly possible, not to exceed 48 hours following discovery of the Security Event. The reference to Security Event herein may include, but not be limited to, the following: attempts at gaining unauthorized access to confidential information or the unauthorized use of a system for the processing or storage of confidential information, or the unauthorized use or disclosure, whether intentional or otherwise, of confidential information.

In the event of a Security Event, the Contractor shall consult and cooperate fully with the State regarding the necessary steps to address the factors giving rise to the Security Event and to address the consequences of such Security Event. Contractor shall also provide assistance performing a risk assessment of any Security Event that occurs, if requested by the State.

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

12.2 THIRD PARTY REQUESTS FOR RELEASE OF INFORMATION

Should third parties request the Contractor to submit confidential information to them pursuant to an audit or other request not initiated by the Contractor, public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify the State immediately upon receipt of such request. Notice shall be forwarded via e-mail to the Chief Executive Officer of OGB. The Contractor shall cooperate with the State with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of the State, the information contains confidential information which should be protected against such disclosure. The reasonable legal fees and related expenses incurred by the Contractor or its subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract. If such a request for payment of reasonable legal fees and related expenses is made

pursuant to this Contract, Contractor and the OGB will, after the request for payment is made, engage in good faith negotiations to determine the amount of the payment.

Legal service fees of law firms engaged pursuant to this Section may not be “marked up” (i.e., invoiced cost-plus) by the Contractor.

13 SUBCONTRACTORS

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

14 COMPLIANCE WITH LAWS

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

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

15 INSURANCE

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

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

2. **Commercial General Liability**

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

3. **Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

4. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident 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.

5. **Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

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

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

- a. All policies must be endorsed to require thirty (30) days' written notice of cancellation to the Agency. Ten (10) days' written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees, and volunteers.

D. ACCEPTABILITY OF INSURERS

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

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

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

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

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. OGB reserves the right to request copies of subcontractor's Certificates at any time. If OGB requests copies of subcontractor's Certificates, it shall be the responsibility of Contractor to ensure that the requested Certificates are provided to OGB.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor,

its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

16 APPLICABLE LAW

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

17 CODE OF ETHICS

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

18 SEVERABILITY

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

19 INDEPENDENT ASSURANCES

Contractor shall submit, and cause its subcontractors who perform key internal controls to submit, to certain independent audits to ascertain that processes and controls related to the contracted service are operating properly. Independent assurances may be in the form of a Service Organization Control (“SOC”) 1, Type II and/or SOC 2, Type II report resulting from an independent annual SSAE 18 engagement of the operations. The SSAE 18 engagement will be performed at least annually by an audit firm that will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. The audit firm that will conduct the SSAE 18 engagement will submit a final report on controls placed in operation for the project and include a detailed description of the audit firm’s tests of the operating effectiveness of controls. The Contractor shall supply the State with an exact copy of the SOC report resulting from the SSAE 18 engagement within the specified timeframe. Contractor shall also provide a bridge letter to OGB for the period of January 1-June 30 of the following independent assurance reporting period no later than July 31 of each calendar year. OGB will not sign a non-disclosure agreement in order to obtain any of the independent assurances referenced herein.

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

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

20 NOTICE

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

To Blue Cross Blue Shield of Louisiana: Dr. I. Steven Udvarhelyi, CEO
Blue Cross Blue Shield of Louisiana
5525 Reitz Avenue
Baton Rouge, LA 70809-3802

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

Or

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

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

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

21 HEADINGS

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

22 ENTIRE AGREEMENT

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

23 ORDER OF PRECEDENCE

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

24 BUSINESS ASSOCIATE ADDENDUM

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

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

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

25 CONTRACTOR ELIGIBILITY

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

26 CONTINUING OBLIGATIONS

Notwithstanding any provisions to the contrary herein, upon the termination of this Contract for any reason, the provisions of this Contract which by their nature require some action or forbearance after such termination, including but not limited to confidentiality, PHI, reporting, indemnity, insurance, records retention, run-out claims and performance guarantees, shall survive such termination and be binding until any actions, obligations, and/or rights provided therein have been satisfied or released.

27 PREFERRED CLIENT

OGB should be recognized as a preferred client relationship and should benefit from yearly pricing improvements provided to any other clients in Contractor's "book of business". Essentially, if Contractor offers better pricing to another client during the Contract term, OGB will benefit from the lesser pricing arrangement and receive the benefit of any offered enhancements.

28 CENTERS FOR MEDICARE AND MEDICAID SERVICES

Contractor shall make its books and records in connection with any Medicare business available to CMS and/or its designees in accordance with 42 CFR 423.504(d) and 42 CFR 423.505(d) and (e). In this regard, CMS and/or its designees shall have the right to audit, evaluate, and inspect any books, contracts, records, computer and/or other electronic systems, including medical records and documentation involving transactions related to the Plan and/or Medicare business provided under this Contract (including coverage costs, low income subsidies, and privacy and security of PHI and other personally identifiable information, enrollment and disenrollment) and any additional relevant information that CMS may require, and these rights shall continue for a period of ten (10) years, or longer if required by CMS, from the final date of the Contract period or from the date of completion of any audit, whichever is later. CMS and/or its designees shall have direct access (i.e., on-site access) to the Contractor, and the Contractor will make such books, records, computer and/or other electronic systems, directly available to CMS and/or its designee(s) for such inspection, evaluation, and audit.

29 TRANSITION OF SERVICES AND DATA

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

30 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any subcontractor, shall certify in writing 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.

(Signature page to follow)

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

**STATE OF LOUISIANA
OFFICE OF GROUP BENEFITS**

**LOUISIANA HEALTH SERVICE &
INDEMNITY COMPANY d/b/a BLUE
CROSS AND BLUE SHIELD OF LOUISIANA**

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTACHMENT I: SCOPE OF WORK/SERVICES

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

At a summary level, these tasks include:

1. Implementation services,
2. General ASO Support Services,
3. Network Services and Medical Claims Administration, and
4. Wellness and Population Health Management, Including Disease Management.

Below is a list of minimum services the Contractor shall be responsible for providing:

Task (1): Implementation Services

1. Assign a dedicated implementation team to manage the implementation process.
2. Perform all tasks necessary to complete the pre-implementation audit (including follow-up test claims) at least ten (10) days prior to the effective date. This assumes OGB will sign off on the benefit set up at least thirty (30) days in advance of the Plan effective date.
3. Provide an implementation credit to OGB in the amount of \$250,000 to offset OGB's expense associated with the RFP, transition, and ongoing services. In no case shall OGB be required to repay all or a portion of the used or unused implementation credit. Contractor will track such services and provide OGB a quarterly report, upon request, of current utilization and remaining balance, if any, of the implementation credit. Any remaining balance will not expire and be available for use during the term of this Contract and any subsequent amendments to or extensions of the Contract.
4. Facilitate system programming including, but not limited to, data collection from OGB; file transfer set-up between OGB and Contractor; and data transfer and mapping. If Contractor requires file mapping and/or subsequent updates, this service will be provided by Contractor at no additional cost to OGB. **Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of "pgp." The encryption key must have an expiration of no longer than five (5) years from the creation date and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.**
5. Provide file data in a layout format mutually agreed upon by OGB and Contractor to include, but not limited to, Check Register File, Population Health Participation, Wellness Participation, Medical Claims File, Provider Files, Code Files, Out of Pocket Maximum, and Adjusted Claims File. Contractor will work with OGB to determine a standard file layout. File layouts will be provided at no cost to OGB. **The file transfer protocol and the file encryption must meet OTS Information Security Requirements as posted in the OTS Information Security Policy. Files must be sent electronically to the OTS**

MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of “pgp.” The encryption key must have an expiration of no longer than five (5) years from the creation date, key strength is highly suggested 4096 with a minimum allowed 2048, key must include a valid email address and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.

6. Mail identification cards (“ID Cards”) to the homes of newly enrolled Plan Participants within seven (7) business days of receipt of the eligibility. Contractor will be responsible for cost of reproducing ID Cards and priority mail shipping in the event of Contractor errors and/or initiated changes.
7. Mail welcome kits to the homes of newly enrolled Plan Participants within seven (7) business days upon receipt of eligibility.
8. Integrate with selected contractor(s) as defined by OGB for the administration of the Plan, including the health claims administrator and COBRA administrator, for the purpose of out-of-pocket maximum accumulation. **Ensure that out-of-pocket maximum accumulation integration with selected contractor(s) as defined by OGB is successful prior to the “Go-Live” date, at no additional cost.**
9. Provide ten (10) read only access codes to the online eligibility, claims payment and/or standard and ad hoc reporting systems(s) (collectively, the “System”) which will allow OGB’s specified personnel to view and/or extract information residing in the System on an individual, Plan level, and account structure basis. Training to OGB personnel will be provided by the Contractor’s Account Management Team on-site at OGB.
10. Conduct project status implementation meetings with the Contract Monitor on-site, or via teleconference.
11. Perform comprehensive systems testing and quality assurance audits, with results reported to OGB prior to the “Go-Live” date, at no additional cost.
12. Ensure successful and timely completion of all tasks necessary to begin performance of the Contract on January 1, 2021 at 12:00 am CT.

Task (2): General ASO Support Services

1. Adhere to all provisions outlined and requested in the Administrative Services Only for Self-Funded Health Plan RFP #3000014396, Attachment III: Technical Questionnaire.
2. Provide Administrative Service Only Plan Third Party Administration for each self-funded plan offering including, but not necessarily limited to, general support and advisory services regarding the self-funded ASO plans and implementation, formulary management for the HSA plan, network management, administrative and claims processing services, clinical management programs, reporting, marketing, customer service, quality management, and utilization management functions.
3. Administer the current self-funded ASO program with the same plan designs, level of coverage, and plan participant cost share presently offered by the OGB, and per the current Summary Plan Description provided by the OGB. Similarly, administer a new self-funded plan should the plan designs change.

4. Manage the current self-funded plan designs and any changes implemented by OGB. Benefit design and coverage can be modified as needed and requested by OGB.
5. Support any deductible or out-of-pocket maximum cross accumulation in a mutually agreed format to ensure compliance with the Patient Protection and Affordable Care Act (“PPACA”).
6. Support real-time integration with other vendors for deductible and out-of-pocket limits and produce an accurate EOB for Plan Participants showing their progress towards these limits.
7. Based upon OGB’s determination and written communication to Contractor of a Plan Participant’s eligibility for benefits provided under the Plan, Contractor will enroll Plan Participant to receive Plan benefits in accordance with Plan provisions and process any certificates of creditable coverage received by Contractor. Contractor will to the best of its ability, utilizing its current commercial process, make eligibility determinations for eligible over-age dependents. Contractor will accept OGB’s standard file layout for the initial eligibility enrollment file. OGB’s request for Contractor to enroll subsequent Plan Participants will be subject to Contractor’s subsequent enrollment processes.
8. Prepare and distribute to each new Primary Plan Participant(s) within thirty (30) days of receipt of confirmation from OGB as to the validity of the enrollment application and Plan Participant the following materials:
 - 1) A plan document, which includes information on all covered services, including, but not limited to: benefits, limitations, exclusions, copayments, coinsurances and deductibles, policies and procedures for utilizing clinical and administrative services, conditions under which an individual’s membership may be terminated, procedures for registering complaints or filing grievances against the Contractor or any providers participating in a contractual agreement with the Contractor.
 - 2) Directions to access an online directory of providers, which includes all network physicians, hospitals and specialty facilities. Hard copies of provider directories and certificates of coverage must be available upon request.
 - 3) Contractor will supply identification cards to Primary Plan Participant(s) of the Plan when necessary. New cards will be issued to all Primary Plan Participant(s) of the Plan when OGB is serviced by Contractor for the first time. Thereafter, new cards will only be issued on an individual basis, when Primary Plan Participant(s) make changes to their coverage upon annual or any other special enrollment that require the issuance of a new card, whenever OGB adds new Primary Plan Participant(s) to the Plan during a plan year, or whenever a card duplicate is requested at no additional charge to OGB or the Primary Plan Participant(s). Additional cards for family Plan Participants shall also be provided upon request and at no additional charge to OGB or the Plan Participant.
 - 4) Summary of Benefits and Coverage (SBC) and Uniform Glossary, as required by the federal PPACA and/or state law and/or rules and regulations promulgated pursuant thereto. If requested by OGB, Contractor shall

provide printed SBC documents to OGB for distribution to eligible employees who are not enrolled in a medical plan.

- 5) Contractor will prepare all the foregoing materials in English. Contractor will not be responsible for any translations of the materials into any other language.
9. Contractor will coordinate benefits on behalf of the Plan following Contractor's standard practices and procedures. This will include the determination of the primary, secondary and tertiary order of liability of the Plan and any other health benefits program under which a Plan Participant may be eligible for benefits, and the payment of the Plan's share of its liability for a Claim. Coordination of benefit efforts will be based on information available to Contractor at the time of the adjudication of the Claim.

Except for the standard processes that Contractor has in place for questioning Plan Participants regarding other health coverage (which may be subject to change from time to time, but which currently includes sending out a questionnaire to the Plan Participant when Contractor deems appropriate), Contractor shall not be required to determine the existence of any other plan or amount of benefits payable under any such other plan. Following Contractor standard investigation process, if a Plan Participant fails to respond to Contractor's inquiry about the existence of any other coverage, Contractor will reject the Claim and will only process such Claim upon receipt of Plan Participant's response.

10. Provide a dedicated Account Executive and/or Operational Account Manager who will provide day-to-day management of project tasks and activities, coordination of Contractor's employees, and possess the technical and functional knowledge to direct all aspects of the project. The Account Executive and/or Operational Account Manager who is knowledgeable about all aspects of the Medical Program and is always accessible by phone or email during regular working hours to address emergency and non-emergency issues posed by the OGB staff and will respond to all inquiries within one business day. The Account Executive must have at least one (1) back-up staff member designated to handle the overall responsibility of OGB. When the Account Executive will be out of the office for more than four hours, the designated back-up staff member will be in the office and available to address all questions and report requests during the Account Executive's absence. The designated back-up staff member will be identified by name, phone number, and alternate phone number prior to the account representative leaving the office.
11. Assist OGB in complying with grievance and appeal procedures adopted by OGB as outlined in the Plan. The Contractor will be responsible for resolution of appeals specific to Covered Benefits, medical necessity, and external reviews consistent with the appeals program and Plan Participant requested reviews of coverage denials as allowed by and in accordance with all applicable Law.
12. Provide support around account strategy, Plan Participant inquiries, issue resolution, reports, other requested projects, and deliverables.
13. Provide an annual service cycle plan as well as an ongoing task log with timelines for all deliverables and weekly status update meetings in person or via teleconference.
14. Attend all on-site quarterly meetings at OGB. The meetings shall be held no later than thirty (30) days following quarter end. The Account Management Team will provide, for

- OGB approval, a draft agenda at least ten (10) business days in advance of a meeting to allow changes to the agenda and a reasonable opportunity to prepare for the meeting.
15. Maintain an ongoing process log that will document all benefit and system programming changes, which will be provided to OGB within five (5) business days of any change.
 16. Upon OGB request, the Contractor will be required to work with the appointed OGB actuary, other selected OGB contractors, employees from the Division of Administration, and the OGB staff for management of the program.
 17. Investigate any activity, health plan related or otherwise relating to the Plan, which it believes to be fraudulent or abusive whenever detected by the Contractor or brought to the attention of the Contractor by OGB or other persons. The Contractor shall have established procedures and system edits that continually improve according to industry best practices to aggressively monitor and proactively search for cases and potential cases of fraud and abuse including providing OGB with a quarterly report of fraud activities and discoveries relating to the resulting Contract. The Contractor agrees to include OGB in anti-fraud efforts undertaken by Contractor.
 18. Assist OGB in responding to inquiries received from Plan Participants, providers, or other persons. Such requests shall be 1) given priority status; 2) subject to a method of tracking approved by OGB; and 3) result in the delivery of all requested information, documentation, etc. When immediate responses are required, the Contractor shall assist OGB in preparing its reply including providing data and documentation within the timeframes prescribed by OGB for a specific inquiry.
 19. Provide immediate online, real-time, manual, eligibility updates for urgent requests by OGB staff.
 20. Provide OGB a list of every legislative instrument for which the Contractor is taking a position on during a Louisiana legislative session. If the Contractor provides any information or data to another State agency for use in a fiscal note for a bill that could possibly impact OGB, that information or data must be shared with OGB.
 21. Assist OGB in responding to legislative inquiries and requests, including, but not limited to, the Account Management Team, analytics and outcomes, and government relations department. The Contractor will provide OGB a receipt of acknowledgement within 24 hours for the following: legislative inquiry requests made by OGB for data or information as a result of inquiries from members of the legislature, legislative staff, or as a result of a request for the fiscal impact of a legislative instrument to OGB. Information or data requested should be provided within three (3) business days of the date of the request, unless the information is requested sooner. If the specified timeframe is not reasonable based on the nature of the request, the Contractor should notify OGB immediately and provide a timeframe for when a response will be provided.
 22. Provide knowledgeable staff to attend statewide annual/special enrollments and any other informational meetings as scheduled by OGB as well as prepare, print and distribute communication materials. Staff in attendance at statewide annual/special enrollments and informational meetings must be Contractor's employees not subcontractors. If virtual meetings are scheduled in lieu of in-person meetings, Contractor will provide staff to attend virtual meetings.
 23. At OGB's request, provide knowledgeable and dependable staff for certain subcontracted wellness service programs (e.g., Live Better Louisiana, etc.) to attend statewide annual/special enrollments and any other informational meetings as scheduled by OGB.

24. Provide advisory services to OGB regarding actual or pending state and federal laws, regulations, policies, procedures, and rules specific to self-funded health plans and for other topics related to the provisions of the self-funded health Plans. Also, provide OGB with interpretation as to the impact of such laws or regulations on the Plan.
25. Subject to OGB's customization and approval, the Contractor will be responsible for the development of health benefit information including, but not limited to 1) annual and special enrollment brochures and promotions; 2) other Plan-related printed materials (i.e., promotional, Plan Participant education, ID Cards, benefit brochures, claim forms, clinical program notices and letters, pre-formatted letters, system generated letters and notifications, correspondence forms, and other written materials and forms). The Contractor will be responsible for all costs associated with designing, writing, printing, distributing and/or mailing all such information.
26. Provide upon request of the Plan Participant printed materials in a medium widely accepted and in compliance with all applicable anti-discrimination Laws. This does not require Contractor to provide the printed materials in a language other than English. Translation of the materials into any other language is not required.
27. Provide a website that is specific to OGB and that is in compliance with all applicable anti-discrimination Laws.
28. Provide all printed material in electronic format with final version submitted to OGB in PDF file format.
29. Provide dedicated Customer Service Representatives ("CSR") to research and resolve, to the satisfaction of OGB, benefits, Claims payment, denial inquiries and complaints submitted by Plan Participants, pharmacies, and OGB. CSR must have the ability to gather and analyze data, create an historical picture, including a timeline of Claim activity for the individual Plan Participant, and develop appropriate correspondence for complicated Claim issues that are appealed to OGB.
30. Handle inquiries related to Plan Participant, benefits, Claims payment, and Claims payment denial. Contractor will furnish a toll-free telephone number for incoming customer service calls, including telephone technology for the hearing impaired and multi-lingual support.
 - The call center services hours for providers must be staffed and available to receive calls 8:00 AM – 5:00 PM CT, Monday through Friday, except on state holidays.
 - The call center for account management must be staffed and available to receive calls 8:00AM – 5:00PM CT, Monday through Friday, except on state holidays.
 - The call center for the nurse line must be staffed and available to receive calls 8:00 AM – 7:00 PM CT, Monday through Thursday, and 8:00 AM – 5:00 PM CT, Friday, except on state holidays.
 - The call center for Plan Participants must be staffed and available to receive calls 8:00 AM – 8:00 PM CT, Monday through Friday, except on state holidays.

Contractor will be required to extend Call center hours, as needed, during annual and special enrollment periods and other appropriate times as requested by OGB. The crisis line call center for behavioral health will be staffed and available to receive crisis calls twenty-four (24) hours a day, seven (7) days a week.

31. Furnish a dedicated toll-free number for incoming pharmacy calls, including telephone technology for the hearing impaired and multi-lingual support. The dedicated call center

for pharmacies must be staffed and available to receive calls twenty-four (24) hours a day, seven (7) days a week. This requirement applies only to the plans for which Contractor administers pharmacy benefits. Where pharmacy benefits are administered by an entity unrelated to Contractor, that unrelated entity will have responsibility to provide the above services.

32. Upon request, provide digital recordings of phone calls within two (2) business days of request.
33. Document and maintain a service disruption/continuity of operations plan or procedure to continue customer service activities and all other business operations when existing service is temporarily unavailable due to either scheduled or unforeseen events (i.e. repairing/restoring utility or power supply, upgrading phone systems, and other events). OGB must be notified in advance for scheduled disruptions and within twenty-four (24) hours of occurrence for other events.
34. Design, update, print and/or email all Primary Plan Participant(s) communication materials (i.e., provider directories, summary plan documents, etc.), advertisements, marketing materials, and education materials for services such as disease management and wellness programs at the Contractor's expense. Only material specific to OGB will be subject to OGB's approval prior to distribution.
35. Written communications to Plan Participants that have not been previously approved by OGB will be subject to OGB's approval prior to distribution. Any changes to these communications are subject to OGB approval prior to implementation. Once written communications are submitted for prior approval, OGB will review and either approve the communications or provide mandatory edits.
36. Conduct annual Plan Participant and OGB satisfaction surveys and report results to OGB. The survey tools are subject to OGB's approval. At a minimum, OGB satisfaction will be measured in the following areas:
 1. Providing effective support in preparing for and conducting open enrollment events/sessions;
 2. Providing OGB with timely notification of issues impacting Plan Participants;
 3. Responding to issues and questions in a timely, comprehensive manner;
 4. Developing and following through on action plans, effectively coordinating to resolve open issues;
 5. Being accessible and attending scheduled meetings; and
 6. Delivering agreed upon reports and communication of program results in a timely manner.
37. Meet with OGB staff in person or via teleconference, on at least a weekly basis to review and evaluate Contract administration. This schedule may be modified by OGB.
38. Notify OGB within five (5) business days of receipt of any class action notice and/or knowledge of other lawsuits related to the services provided hereunder in which the Contractor determines OGB could have an interest and provide copy of such to OGB. Contractor is not authorized to file such claims on behalf of OGB without OGB's express written consent. Contractor will provide claims data and reporting to use in filing for refunds or to participate in any such action or litigation at no additional costs.
39. Furnish to any Plan Participant the appropriate personal health statements ("PHS"), explanation of benefits ("EOB") notices and notices of any denials for Claims.
40. Perform financial functions such as billing, cash disbursements and refund processing.

41. Contractor will process Claims for OGB eligible Plan Participants that were incurred prior to but not processed as of the termination of the Contract and which are received by Contractor not more than one (1) year following Contract termination. However, at OGB's request, the handling of such Claims may be transitioned to a successor agent appointed by OGB prior to the end of the run off period, and Contractor shall reasonably cooperate in transitioning of such services to any successor agent appointed by OGB. Further, Contractor will continue to process all Claims and appeals for Claims incurred prior to the termination of the Contract during the one (1) year run off period following termination, unless otherwise transitioned to a successor agent appointed by OGB, at OGB's option.
42. Contractor will continue the performance of critical functions, including the continuation of the HSA Plan Participant accounts through an appropriate and compliant banking institution, and provide essential services in the event of crisis or other disruption.
43. Assist OGB in preparation of any return or report pertaining to the Plan as required by any Federal Government Agency, and furnish OGB an annual report of information available to Contractor which may be needed by OGB to satisfy ERISA or any other applicable state or federal requirements. Contractor shall not be responsible for determining when or whether government filings are required or completing or filing any report or return. Such reporting includes the mandatory data reporting required by Section 111 of the Medicare, Medicaid & SCHIP Extension Act of 2007 (P.L. 111-173) responsibility for which Contractor delegates to OGB. By OGB's acceptance of the delegation of the responsibility for Section 111 data reporting, OGB shall comply with all requirements for data reporting pursuant to Section 111. In addition, OGB shall defend, indemnify and hold Contractor, its subsidiaries and affiliates, their respective officers, directors, agents, servants, employees and contractors harmless from any and all liabilities, damages, losses, obligations, taxes, claims, demands, judgments and settlements, including, without limitation, reasonable attorneys' fees, fines and penalties that may be imposed upon or incurred by Contractor as a result of Contractor's delegation of the data reporting to OGB, or OGB's performance of or failure to perform the data reporting. Further, OGB shall maintain adequate operational, financial and administrative records, contracts, books, files and other documentation directly or indirectly related to the data reporting.
44. At OGB's request, provide to OGB certain information required to be reported related to compensation earned with regard to administration of the Plan. This information should include all direct and indirect compensation paid by OGB to either Contractor or a third party subcontractor for providing services to the Plan.
45. Provide subrogation and reimbursement services for OGB, including outreach to plan participants, attorneys, risk management, and any other entity necessary to recoup subrogation and reimbursement payments. Contractor will comply with OGB Subrogation and Reimbursement procedures when providing these services.
46. Prepare and print a document containing a description of the covered benefits provided by the Plan to be used by OGB as a Summary Plan Document. OGB will review the draft prepared by Contractor and approve the document in writing as correct in the description of the benefits and compliant with all applicable laws and regulations, before dissemination to its Primary Plan Participant(s). If any changes to the draft prepared by Contractor are needed, OGB will request such changes in writing. Contractor shall update the draft to include OGB's requested changes and submit the revised draft to OGB within five (5)

business days. The Summary Plan Document must contain prior authorizations identified by Contractor as necessary for the Enhanced Utilization Management Program.

47. Prepare a Summary of Benefits and Coverage (“SBC”) Document to be used by OGB. Contractor will provide to OGB the SBC within ten (10) business days after it has received from OGB all the benefits information Contractor needs to draft the document. Contractor will not be held responsible for any delays in the distribution of SBCs to Primary Plan Participant(s), unless it has assumed responsibility for such distribution in writing and OGB has submitted the information timely. In any case, it will be OGB’s responsibility to review the draft prepared by Contractor. If any changes to the draft prepared by Contractor are needed, OGB will request such changes in writing. Contractor shall update the draft to include OGB’s requested changes and submit the revised draft to OGB within five (5) business days of the receipt of the request for changes. If no changes are required, OGB will approve the document in writing as correct in the description of benefits and compliant with all applicable laws and regulations. Contractor will have no liability for any non-compliance of the document with the law, or any inaccuracies in regard to the benefit descriptions, statements, disclosures, or any other information contained in the document.
48. Distribute to Primary Plan Participant(s) a Summary of Benefits and Coverage (“SBC”) at the beginning of the Contract, upon renewal of the Contract, or when changes made by OGB to the Plan would require the distribution of a new SBC to all Primary Plan Participant(s). Distribution of the SBCs shall be accomplished by Contractor placing electronic copies of the SBCs on Contractor’s OGB designated website.
49. Assist OGB in meeting its responsibilities with respect to providing the continuation of health care coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) and the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”). OGB is the Administrator for purposes of COBRA and shall remain responsible for meeting all COBRA and USERRA requirements applicable to the Plan. OGB shall also be responsible for promptly notifying Contractor of individuals who elect to continue Contractor coverage under COBRA or USERRA provisions. Contractor’s responsibilities shall include, but are not limited to: (1) answering inquiries from former Plan Participants that continue Plan coverage under COBRA or USERRA provisions; and (2) preparing reports for OGB on COBRA and USERRA cases.
50. Contractor will assist OGB in meeting its responsibilities with respect to the receipt of Medical Child Support Orders (“MCSO”).
51. Contractor will assist OGB in meeting its responsibilities with respect to administering individual rights and obligations, such as access, amendment, and disclosure accounting rights, as required by the HIPAA and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-164) as described in Attachment III: HIPAA Business Associate Addendum.
52. Work with Access Health to ensure the success of the Primary Care Capitation Program offered to OGB qualified members.
53. Enhanced Payment Integrity – Contractor will implement a suite of new payment integrity audits expected to reduce claims by more than \$2.25 million annually. The Contractor will partner with vendors to perform these audits, including credit balance, data mining and DRG audits. Contractor’s payment integrity vendors use advanced analytics to identify inappropriate provider billings and, after review, the Contractor will recoup them on behalf of OGB.

54. Enhanced Utilization Management – This initiative utilizes the Contractor’s UM strategic partner to more tightly manage Musculoskeletal (MSK), Cardiac, Radiation Oncology and Radiology procedures. The ROI metric will follow clinical metrics schedule outlined under the performance guarantees.
55. Medical Oncology – Contractor will explore engagement with a vendor that specializes in medical oncology management. The Contractor will establish collaborative relationships with the Contractor’s oncology providers to promote evidence-based protocols, enhance member access to coordinated and appropriate care, including palliation when necessary, and enhance plan participants’ experience of care.
56. High-value Select Networks – The Contractor will make available additional high-performance network options for OGB. In Baton Rouge, the Contractor has partnered with Franciscan Missionaries of Our Lady Health System (FMOLHS) to offer a network including Our Lady of the Lake (LOL), Woman’s Hospital and Baton Rouge Clinic. In New Orleans, the Contractor has partnered with LCMC. Providers in these networks have extended significant additional discounts.
57. Telehealth- OGB’s Plan Participants may access telehealth services via two potential methods:
 - (i) BlueCare- Contractor’s supported telehealth platform. BlueCare provides OGB Plan Participants with access to telehealth benefits for episodic medical care (virtual access for non-acute or non-emergency medical needs) and for behavioral health (virtual therapy and psychiatry services for common mental health needs).
 - (ii) Network Providers with telehealth capabilities.

BlueCare visit summaries will be accessible to Plan Participants to share with their primary care physician (PCP) via the BlueCare app or web service.

As with other Providers, the reimbursement rates and allowable charges for Network and Non-Network telehealth Providers are subject to change.

58. Behavioral Health Rainmaker program – New Directions, the Contractor’s behavioral health management vendor, partners with providers to identify opportunities for improvement on key measures that support population health outcomes, such as HEDIS 7- and 30-day Follow-Up After Hospitalization for Mental Illness (FUH) and 30-day readmission.
59. Medical Action Plan – The Contractor has a multi-discipline work group focusing on cost reduction initiatives. New programs and policies are continually introduced to reduce costs.
60. Shared Savings and Bundled Payment Programs - The Contractor will provide a series of value-based payment models to encourage providers to provide high-quality, lower-cost care. Additionally, the Contractor will provide Shared Savings and Bundled Payment programs with some specialists.
61. Best-in-Class Analytics – The Contractor will use artificial intelligence (AI) to turn data into timely, actionable insight to enhance collaboration between insurers and doctors/hospitals, advance a value-based payment system with more accountability, increase transparency and improve patient engagement.
62. Clinical Care Model Evaluations – The Contractor will utilize Clinical Care Model evaluations to identify specific segments of OGB’s plan participant population that are at risk and deploy targeted interventions to improve their overall health. This unique

approach, led by the Blue Cross medical director, encourages evaluation of clinical ideas with a multi-disciplinary group of internal health plan experts to pilot clinical ideas and determine their feasibility and long-term viability. The team evaluates root cause analysis, identifies appropriate intervention(s), selects success metrics, controls group monitoring and pilots expansion, if applicable.

63. Healthcare Effectiveness Data and Information Set (HEDIS) and Quality Improvement – The Contractor will provide HEDIS measures. The provider will also provide the Quality Blue Primary Care (QBPC) program.
64. Hospital Quality Program – The Contractor will provide a Hospital Quality Improvement program that measures the performance of hospitals choosing to participate in the program against national evidence-based quality measures and ties their annual payment increase to their performance.
65. Physician Performance Reporting – the Contractor will produce Specialty Care Insight reports to physician groups in seven specialties, including cardiology, gastroenterology, general surgery, obstetrics and gynecology, orthopedic surgery, otolaryngology (ENT) and urology. These reports measure the performance of these groups for episodes of care and provide measures related to efficiency (cost of care) and effectiveness (quality of care) taken from administrative (claims) data. Reports will be added for primary care physicians and additional specialties and the content of the report will be greatly enhanced to provide both individual providers and provider groups with more actionable information. The Contractor will communicate this enhanced information appropriately to plan participants to facilitate their decision-making.
66. Post-Emergency Room (ER) Visit Coordination – The Contractor will partner with providers to follow-up with plan participants who recently visited the ER. The providers are incented to reach out to plan participants to schedule follow-up appointments with their PCPs to improve care coordination and follow-up care, help prevent the plan participant from revisiting the ER or being admitted to the hospital and reducing the overall cost of care.
67. Integrated Behavioral Health (IBH) Pilot Program – The IBH pilot program which the Contractor will provide was developed as a partnership with a large QBPC provider group to place a behavioral health provider on the plan participant's primary care team. The IBH program requires that the primary care team reach specified target metrics around readmission rates, ER visits, post-hospitalization follow-ups and medication adherence.
68. Bridge to Care – The Contractor has recently developed an innovative method to engage members. Bridge to Care leverages plan participant calls coming into the customer service call center to increase engagement in Contractor's care management programs. Using analytics and technology, Bridge to Care will be utilized to unite members to care management health coaches to improve health and care coordination.
69. Expert Guidance and Support – The Contractor's executive staff will provide OGB with consulting, advice and support services. The Contractor's actuarial and informatics staff will support OGB with product design questions and data requests.

70. Provide the following notices:

- Women’s Health and Cancer Rights Act (“WHCRA”) Notices. Contractor will provide a notice to Primary Plan Participant(s) under the Women’s Health and Cancer Rights Act of 1998.
- HIPAA Authorized Delegate Form. Contractor will provide a HIPAA Authorized Delegate Form to Primary Plan Participant(s).
- HIPAA Privacy Notice. Contractor will provide each Primary Plan Participant(s) with Contractor’s HIPAA privacy notice, in the event that Primary Plan Participant(s) need to contact Contractor’s Privacy Department. OGB will prepare and Contractor will provide OGB’s HIPAA privacy notice to Primary Plan Participant(s). Contractor will be responsible for all costs associated with printing HIPAA Privacy Notices.
- Balance Billing Disclosure Notice. Contractor will provide a Balance Billing Disclosure Notice to Primary Plan Participant(s).
- Notices Required by Patient Protection Affordable Care Act (“PPACA”) or Other Laws. Contractor will not prepare or distribute any Plan Participant notices required under the Patient Protection and Affordable Care Act or any other state or federal law, unless Contractor assumes responsibility thereof in writing or under the Contract. This includes, but is not limited to, Genetic Information Non-discrimination Act (“GINA”) notices, Michelle’s Law notices, or COBRA notices.

Task (3): Network Services and Medical Claims Administration

1. Establish, arrange, and maintain physician allied health and hospital provider networks through contractual arrangements with participating hospitals, allied health providers and physicians.
2. Provide network management services offering broad access (e.g., access to two primary care physicians within 15 miles; two specialists within 15 miles; and one hospital within 15 miles of 90% or greater Plan Participants) to primary care physicians, specialists, and hospitals. Network access should be provided with minimal disruption to primary care physicians, specialists, and hospitals currently utilized by Plan Participants.
3. Provide national network access to Providers, facilities, laboratories, and radiology services for all Plan Participants for all self-funded plans other than the Magnolia Local Plan. Cover all emergency services at in-network level as required by applicable law.
4. Develop and/or maintain network options such as Value-Based Care networks, and narrow networks designed to enhance healthcare delivery, increase value, and improve Plan Participant experience.
5. Provide a national network of pharmacies for the Pelican HSA 775 Plan offering.
6. Support the high deductible health plan options (Pelican HSA 775 and Pelican HRA 1000) with an aggregate individual and family deductible and an embedded out-of-pocket maximum.
7. Provide Health Reimbursement Account and Health Savings Account Services (Pelican HSA 775 and Pelican HRA 1000) for respective plan offerings.
8. Provide highest quality Provider credentialing and re-credentialing services.
9. Maintain proven processes for evaluation, maintenance and re-evaluation of Providers for value-based care. Provide a method by which Plan Participants can identify network Providers practicing value-based care.
10. Prohibit participating Providers from balance billing Plan Participants for covered services when requested charges exceed negotiated fees.

11. Provide administrative services for provider contracts that have been negotiated by OGB directly, at OGB's request. OGB, at its sole discretion, may enter into contracts with any provider for rendering health services to the self-funded health plan. Contractor will render administrative services and facilitate discussions with providers as necessary whether in contractor's network or out of contractor's network. All system programming and file data exchange services will be at the contractor's expense.
12. Perform all aspects of Claims processing, coordination of benefits including non-Medicare and Medicare, Claims reimbursement, adjudication, and payment. The Contractor shall verify benefits and eligibility before paying Claims.
13. Provide a process for reimbursing Plan Participants through electronic submission and paper reimbursement form.
14. Provide a full Claims file feed to all vendors designated by OGB including, but not limited to, OGB's actuary and third-party claims administrator of self-insured health plans, as requested by OGB at no additional cost and in the format specified by OGB. File layouts will be provided at no cost to OGB.
15. Remit payments on behalf of OGB to the Centers for Medicare and Medicaid Services ("CMS") or to state Medicaid collection entities in response to Demand Letters for the recovery of Medicare or Medicaid payments. Unless requested by OGB in writing not to make such payments, OGB will reimburse Contractor for any payments remitted by Contractor on behalf of OGB to CMS or Medicaid collection entities in response to Demand Letters for the recovery of Medicare or Medicaid payments. Prior to accepting a substantial settlement agreement on OGB's behalf, Contractor must consult OGB and obtain prior written approval.
16. Process claims and determine payment levels based on the appropriate allowable charge, pursuant to the terms of the Benefit Plan as construed by Contractor.
17. Contractor will make coverage determinations and decide, in accordance with the Plans, the eligibility for payment of Claims incurred and submitted to it during the term of the Contract.
18. Remit timely payment to providers.
19. Review, clarify, edit as necessary, and confirm the accuracy of all health plan information included in the annual benefit guide and website as requested by OGB. The Contractor shall respond within the timeframe set by OGB, which will be determined at the time of the request.
20. Communicate as necessary with those Plan Participants on Plan Participant disruption letters to those impacted by quarterly Formulary changes.
21. Perform all aspects of claims processing, coordination of benefits including non-Medicare and Medicare, claims reimbursement, adjudication, and payment.
22. Process run-on Claims for eligible OGB Plan Participants incurred prior to but not processed as of the effective date of the resulting Contract at OGB's request.
23. Process claims for eligible OGB Plan Participants incurred prior to but not processed as of the termination of the resulting Contract and received not more than one (1) year following Contract termination ("run-off services"). At OGB's request, the handling of such claims may be transitioned to a successor appointed by OGB prior to the end of the run-off period, and the Contractor shall cooperate in transitioning such services to any successor appointed by OGB. Further, Contractor will continue to process all claims and appeals for claims

- incurred prior to termination of the resulting Contract during the one (1) year run-off period following termination, unless otherwise transitioned to a successor appointed by OGB.
24. Provide membership eligibility/enrollment, co-payment/coinsurance and benefit coverage information, supplied by OGB or its designated agent in mutually agreed format, available to network Pharmacies on a weekly basis at the time of dispensing through the online electronic transmission link maintained between the Contractor and pharmacies to assure claims are processed appropriately.
 25. Provide 24/7 access to online portal, except for scheduled maintenance, to Plan Participants for activities such as Claim submission, account monitoring, communications requested and approved by OGB, Formulary for HSA Plan only, and any other information required by state and federal Laws. All outages in excess of one (1) hour should be promptly reported to the Contract Monitor.
 26. Provide OGB and its designated actuarial consultant with access to its standard reporting package, as well as any OGB specific reporting, specific security view allowing access to only database records for Plan Participants.
 27. Develop and implement cost-saving programs. All such initiatives are subject to OGB's approval prior to implementation and/or discontinuance.
 28. Provide predictive and plan design modeling capabilities and tools that will assist OGB in assessing the financial impact and/or return on investment ("ROI") of OGB's current benefit plan design and any proposed benefit changes.
 29. Provide benchmark comparison for clients similar to OGB or national comparisons.
 30. Provide immediate notification upon receipt by Contractor of any non-routine CMS-related inquiries regarding OGB's self-funded ASO plans and prepare response to such inquiries for OGB approval within the specified timeframe mutually agreed upon by the parties; submit such response upon OGB approval.
 31. Provide assistance to OGB in complying with grievance and appeal procedures adopted by OGB and as outlined in the Benefit Plan or Summary Plan Document. Contractor shall abide by the grievance and appeals procedures as stated in the annual Plan Document. Contractor shall:
 - (i) For the first level of internal appeal, determine whether benefits are payable in accordance with the Benefit Plan as a result of an adverse benefit determination, within the timeframes required by law. Contractor will also issue timely decision notices of benefit determination in the appropriate format. If the Contractor receives first level internal appeals requiring eligibility determinations, Contractor will immediately notify and forward the appeal to OGB within five (5) business days of receipt.
 - (ii) At the conclusion of the first level of internal appeal for benefit determination, Contractor will notify the Plan Participant of Contractor's disposition of the appeal including instructions on how to initiate any additional levels of appeal that may be available to the Plan Participant. The determination will include instructions on how the Plan Participant may initiate a second level benefit determination appeal to the Contractor. For the second level internal appeal for benefit determination, Contractor will determine whether benefits are payable in accordance with the Benefit Plan as a result of an adverse benefit determination, within the timeframes required by law and issue timely decision notices in the appropriate format.

Additionally, Contractor will notify the Plan Participant in writing of any external review rights that may be available.

- (iii) Unless otherwise requested by OGB in writing, Contractor will facilitate OGB's external review procedures by randomly assigning an external review request sent by OGB to Contractor to one of Contractor's contracted independent review organizations ("IRO"). Contractor is responsible for complying with applicable laws regarding external review. OGB acknowledges that OGB is responsible for ensuring that the Plan is administered consistently and in accordance with applicable laws; provided, however, Contractor will be responsible for ensuring Claims received by Contractor are processed in accordance with the ERISA Claims regulation.

In the event Contractor receives any final appeal or grievance requests made by a denied claimant, Contractor shall immediately forward the request to OGB within five (5) business days of receipt.

- 32. Manage medical specialty prescription drug spend (i.e., identify and direct Plan Participants and/or in-network Providers to lowest-cost site of care for medical specialty prescription drugs, require medical prior authorization, etc.).

Task (4): Wellness and Population Health Management, Including Disease Management

- 1. Conduct utilization review, medical necessity determinations, benefit coverage determinations, population health services, and related functions affecting benefit activities.
- 2. Provide population health program for Common Chronic Conditions such as Chronic Obstructive Pulmonary Disease ("COPD"), Coronary Artery Disease ("CAD"), Congestive Heart Failure ("CHF"), Asthma, and Diabetes. Contractor will provide Population Health services designed to improve health outcomes for Plan Participants.
- 3. Population Health Management services must at minimum provide the following services:
 - Measure and determine current population risk factors – baseline;
 - Program and program development to mitigate and improve baseline and ongoing risk factors;
 - Monthly reporting dashboard;
 - ROI measurement for programs implemented;
 - Access to standard reporting packages; and
 - Dedicated (not exclusively) Medical Director assigned to review trends and assist in long term strategy for population health management.
- 4. Wellness Program services must at minimum include the following:
 - 24/7 online program for members and administration;
 - Preventive care tracking;
 - Biometric data collection – onsite and PCP;
 - Health coaching capabilities; and
 - Incentive tracking capabilities.

5. Assist OGB with its current wellness program (Live Better Louisiana Program) by giving Plan Participants resources to help them better monitor their health. To perform health assessments for Plan Participants and provide results to Primary Plan Participants.
6. Provide at least two (2) dedicated nurses to perform services that assist with population health.
7. Provide value based programs that will improve quality of care.

Deliverables

The deliverables listed in this section are the minimum required from the Contractor. Additional deliverables may be included at the time of Contract award or as mutual agreed upon.

Deliverable	Description	Frequency of Submission
Operational Reports		
Quarterly Strategic Report	Plan Dashboard to include data, such as financial experience, claims utilization, program performance, cost management strategies, population health and wellness initiatives and key findings and Plan strategies and opportunities.	Due April 30, July 30, October 30, and January 30 of each calendar year.
Financial Experience	Premium Income and Claims Utilization Experience.	Within fifteen (15) calendar days after end of each month.
Claims Turnaround Time	Percentage of electronic and non-electronic Claims paid within thirty (30) days of receipt.	Within fifteen (15) calendar days after end of each month.
Telephone Abandonment Rate	Percentage of calls where the caller hangs up before speaking to a live voice.	Within fifteen (15) calendar days after end of each month.
PCP Turnover Rate	Percentage of PCPs leaving the network voluntarily or involuntarily during the month. Details of how many PCPs leaving voluntarily or involuntarily will also be provided.	Within fifteen (15) calendar days after end of each month.
Grievance Log	Number of appeals and grievances filed during the month. A detailed report is required listing all appeals and grievances and the current status of each.	Within fifteen (15) calendar days after end of each month.
Plan Participant - Level Enrollment Accuracy	Percentage of Plan Participant updates within two (2) business days of receipt of a complete eligibility file submission.	Within fifteen (15) calendar days after end of each month and calendar year.

Claims Processing Accuracy	Percentage of Contractor audited Claims processed accurately the first time.	Within fifteen (15) calendar days after end of each month and calendar year.
Financial Payment Accuracy	Percentage of Contractor audited Claims dollars paid accurately.	Within fifteen (15) calendar days after end of each month and calendar year.
Abandoned Call Rate	Percentage of calls where the caller hangs up before speaking to a live voice, excluding those calls abandoned in the first 30 seconds and calls routed to an Interactive Voice Recognition (“IVR”) system.	Within fifteen (15) calendar days after end of each month and calendar year.
Plan Participant Written Inquiry Timeliness	Percentage of Plan Participant written inquiries answered within seven (7) business days.	Within fifteen (15) calendar days after end of each month and calendar year.
Average Speed to Answer (“ASA”)	Average lag time to answer by live voice; percentage of Plan Participants who wait more than 60 seconds to speak with a live customer service representative.	Within fifteen (15) calendar days after end of each month and calendar year.
Primary Plan Participant(s) ID Card Timeliness	Number of Primary Plan Participant(s) issued identification card within 30 days of receipt of confirmation of enrollment eligibility.	Within fifteen (15) calendar days after end of each month and calendar year.
Data Reporting Timeliness	All required data denoted in Attachment IV must be submitted to OGB within 10 days of the following month.	Within ten (10) calendar days after end of each month being reported.
Subrogation	Reporting in accordance with Office of Group Benefits Subrogation and Workers’ Compensation Process and Procedures.	Within fifteen (15) calendar days after end of each month and calendar year.
Reports in Response to Audit Requests	Description will be provided at time of request.	Ad Hoc
Account Satisfaction		
Overall Primary Plan Participant(s) Satisfaction Survey	Conduct annual Primary Plan Participant(s) satisfaction survey and report results to OGB.	Within thirty (30) calendar days after end of each calendar year.

OGB Satisfaction Survey	Conduct annual OGB satisfaction survey and report results to OGB.	
Population Health Management		
Semi-Annual Chronic Condition Management Report	Number of Plan Participants that are eligible and enrolled versus those who are eligible and not enrolled in Chronic Condition Management.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include data beginning January 1 through June 15 and due January 15, 2022 to include data beginning June 16 through December 31, 2021.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include data beginning January 1 through June 15 and due January 15, 2023 to include data beginning June 16 through December 31, 2022.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include data beginning January 1 through June 15 and due January 15, 2024 to include data beginning June 16 through December 31, 2023. For calendar year 3, fifteen percent (15%) of the calendar year 3 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB.</p>
Claimants Cost Report	Plan Participants accumulating > \$75,000 YTD. The report will include the number of Plan Participants, number new to report	Calendar Year 1: Two semi-annual reports as follows: Due June 30 to

	<p>versus ongoing, average paid per Plan Participant, total paid amount, percent of total paid claims, distribution by diagnosis, and Plan Participant category (active, dependents, retirees with Medicare, and retirees without Medicare Plan Participants).</p>	<p>include Claims data beginning January 1 through June 15 and due January 15, 2022 to include Claims data beginning June 16 through December 31, 2021.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2023 to include Claims data beginning June 16 through December 31, 2022.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2024 to include Claims data beginning June 16 through December 31, 2023. For calendar year 3, fifteen percent (15%) of the calendar year 3 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB.</p>
Diabetes Adverse Events	<p>Disease related inpatient admits, outpatient services , and/or emergency room visits for Plan Participants ages 18-64 with Diabetes.</p>	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2022 to</p>

		<p>include Claims data beginning June 16 through December 31, 2021.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2023 to include Claims data beginning June 16 through December 31, 2022.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2024 to include Claims data beginning June 16 through December 31, 2023. For calendar year 3, fifteen percent (15%) of the calendar year 3 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB.</p>
Coronary Artery Disease (“CAD”) Adverse Events	Disease related inpatient admits, outpatients services, and/or emergency room visits for Plan Participants ages 18-64 with CAD.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2022 to include Claims data beginning June 16 through December 31, 2021.</p>

		<p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2023 to include Claims data beginning June 16 through December 31, 2022.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2024 to include Claims data beginning June 16 through December 31, 2023. For calendar year 3, fifteen percent (15%) of the calendar year 3 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB.</p>
Diabetes Prevention Program (“DPP”) Performance	Aggregated weight loss outcomes of DPP participants for each participant group (i.e. starters and graduates), projected diabetes reduction to include cost avoidance, claims impact, and health status (i.e., BMI, weight, etc.).	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2022 to include Claims data beginning June 16 through December 31, 2021.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due</p>

		<p>January 15, 2023 to include Claims data beginning June 16 through December 31, 2022.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2024 to include Claims data beginning June 16 through December 31, 2023. For calendar year 3, fifteen percent (15%) of the calendar year 3 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB.</p>
Mental Health 30-day follow up	Percentage of Plan Participants who have a follow up evaluation and management visit within 30 days of discharge.	Within fifteen (15) calendar days after close of each month.
On-site Nurse	Number of newly identified Plan Participants with chronic conditions who engage. Number of Plan Participants engaging with on-site nurse in report period.	Within fifteen (15) calendar days after close of each quarter.
Population Health	Eligible, referred, enrolled engagement statistics, and associated clinical indicators.	Within fifteen (15) calendar days after close of each quarter.
Readmissions Rate	Readmissions rates for inpatient admits including diagnosis within 30 days, 90 days, and 120 days.	Within fifteen (15) calendar days after close of each quarter.
Inpatient Reviews	Number of inpatient admissions reviews, and number of inpatient concurrent reviews per month.	Within fifteen (15) calendar days after close of each quarter.

Clinical Trend Report	List of 25 most common inpatient diagnoses (charges and paid). List of outpatient diagnoses with charges and paid (include cost/Plan Participant, sorted by region of the state where service was provided and in the aggregate).	Within fifteen (15) calendar days after close of each quarter.
Preventive Care	Number of eligible Plan Participants and the number of participating Plan Participants with adherence to required preventive and maintenance screenings based on age and condition.	Within fifteen (15) calendar days after close of each calendar year.
Cost Savings Report	Cost savings information for care management, disease management, wellness, utilization management, and any other programs implemented to improve health outcomes of Plan Participants. The Utilization Management reporting will include detailed savings metrics for the utilization and wellness management programs.	Due June 30 th of the following year.
Disease Management Activity Report	Activity Report broken out by line of business (“LOB”) to include, but not limited to, plan type and status.	Within fifteen (15) calendar days after close of each month.
Trend Guarantee	The Contractor will provide OGB with a settlement report for the trend guarantee.	Due by June 30 th of each year for the previous year’s trend guarantee.
Performance Guarantees Report		
Performance Guarantees	A detailed monthly report including metrics for the performance guarantees set forth in the Contract.	Within thirty (30) calendar days after close of each month and calendar year.
Over-Utilization Reports		
ALERT	Over-utilization or abuse by Plan Participant or provider, fraud, etc. with number of cases identified and disposition, and number of cases under review.	Within forty-five (45) calendar days after close of each quarter.
Fraud and Abuse	Financial impact of identified fraud and abuse.	Within forty-five (45) calendar days after close of each quarter.
Network Management Reports		

Overall Network Discounts	Report illustrating the overall discount received by specialty and by region of the state.	Within thirty (30) calendar days after the close of each month and calendar year.
Geo Access	Report for rural and urban, displayed for inpatient facility, partial, hospital, outpatient provider and MD.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2022 to include Claims data beginning June 16 through December 31, 2021.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2023 to include Claims data beginning June 16 through December 31, 2022.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2024 to include Claims data beginning June 16 through December 31, 2023. For calendar year 3, fifteen percent (15%) of the calendar year 3 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB.</p>

Other Coverage	Monthly report of Plan Participants who have other coverage (i.e. Medicare or other commercial coverage).	Within fifteen (15) calendar days after the close of each month.
50 Most Utilized Providers	List of 50 most utilized in-network providers in Louisiana by 1) specialty, 2) per region of the state, 3) by number of evaluation and management visits and by 4) total allowed charges.	Reports due: January 15, 2021, and thereafter on April 15, July 15, October 15 and January 15 of each calendar year.
25 Most Utilized Facilities	List of top 25 most utilized facilities by number of admissions, average length of stay, 30, 90, and 120 day readmission rate and 30 day outpatient follow-up rate.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2022 to include Claims data beginning June 16 through December 31, 2021.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2023 to include Claims data beginning June 16 through December 31, 2022.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due January 15, 2024 to include Claims data beginning June 16 through December 31, 2023. For calendar year 3, fifteen percent (15%) of the calendar year 3</p>

		administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB.
Network Providers	Detailed listing including the number of providers and facilities in-network by type, facility and provider terminations during report period by type, and new and re-contracted providers and facilities by type during the report period.	Within thirty (30) calendar days after close of each quarter.
In vs. Out of Network Analysis	In-network versus out of network analysis for each level of care (i.e., inpatient, outpatient, etc.).	Within forty-five (45) calendar days after close of each quarter.
Disruption Notification		
Network Disruption Notification	Provide at least sixty (60) days advance written notification to OGB and its Primary Plan Participant(s) of any change in provider networks. Primary Plan Participant(s) communications are subject to OGB's approval prior to distribution by the Contractor.	Within sixty (60) calendar days of any change to network.
Independent Assurances		
Independent Assurances	Contractor and its subcontractors performing key delegated functions shall each supply OGB with an exact copy of the SOC 1, Type II report and/or SOC 2, Type II report (as agreed by OGB) resulting from the SSAE 18 engagement or other assurances as described in Section 19 and for the period Jan 1- Dec 31. Contractor shall also provide a bridge letter to OGB for the period of January 1- June 30 of the following independent assurance reporting period no later than July 31 of each calendar year.	Due March 31 of each calendar year beginning March 31, 2022. The bridge letter covering the period of January 1-June 30 of each year will be due July 31 of each year beginning on July 31, 2022.
Unclaimed Property Report		

Unclaimed Property	Detailed listing in a mutually agreeable format of any unclaimed property of OGB Plan Participants held by Contractor.	No later than June 30 of each calendar year.
Rebates		
Rebate Checks	Provide OGB with applicable rebates for injectable drugs. Provide OGB with applicable rebates for the HSA plan offering. Provide breakout details for said rebates including respective health plans the rebate is derived.	Within forty-five (45) calendar days after close of each quarter, during the quarter that rebates check(s) issued.

Performance Guarantees

The following performance guarantees are the minimum acceptable standards for the resulting Contract. The following clinical performance guarantee metrics shall be reported and reconciled annually and paid automatically by August 15th after the end of the following calendar year: Trend, Discount, Minimum Overall Network Discount, Diabetes Adverse Events, Coronary Artery Disease Adverse Events, Utilization and Wellness Management Program, Readmission Rate 15 Day, Mental Health 30 Day follow-up visit after discharge, Specialty Drug Trend cost guarantee, and Specialty Drug Utilization Reduction. All other performance guarantee metrics shall be reported quarterly and reconciled on an annual basis unless another time period is agreed to between OGB and Contractor. OGB shall have the ability to modify the performance guarantees each Contract year, in accordance with the requirements provided in Section 11 of the contract. OGB, at its sole discretion, will allocate amounts at risk for performance guarantees. However, OGB will not allocate more than thirty percent (30%) of the total amount at risk to one performance guarantee. Contractor will be subject to per day fees for the independent assurance performance guarantee. For calendar year 3, fifteen percent (15%) of the calendar year 3 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB. If the option to extend the contract is exercised, for calendar years 4 and 5, fifteen percent (15%) of the calendar year 4 and 5 administrative fee payment under the resulting contract will be withheld until the performance guarantee reports are provided to OGB, for each respective calendar year.

All other performance guarantee penalties owed to OGB shall be paid within ninety (90) days after the end of the calendar year. Penalties owed by the Contractor will be paid automatically and will not need to be requested. Implementation performance guarantees will be measured and reported within ninety (90) days after the agreed upon implementation date. Payment of any due and owing implementation performance penalty shall be paid within sixty (60) days of notification of the penalty to the Contractor.

Performance Guarantees: The Contractor will be subject to the performance standards and those detailed in Attachment I, Scope of Service.

Audit: OGB reserves the right to audit performance guarantee reports on an annual basis. A third party may be utilized to perform this audit without limitation of the scope.

Measurement Periods: The first period to be measured shall be calendar year 2021 also known as January 1, 2021 through December 31, 2021. The second period will be for calendar year 2022, and the third period for calendar year 2023. The fourth period, subject to the renewal option, will be for calendar year 2024, and the fifth period, subject to the renewal option, will be for calendar year 2025. If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

Metric	Performance Standard	Penalty Percent at Risk Annually
Implementation		
Implementation Satisfaction Survey	Provide an implementation satisfaction guarantee that is separate from all other guarantees. The guarantee will be at the sole discretion of OGB, meaning OGB can determine, in good faith, a "yes" or "no" if they were satisfied with the implementation, or a percentage of satisfaction.	1.0% at risk for the first measurement period of the contract
Pre-Implementation Audit	Complete the pre-implementation audit, including follow-up test claims, at least ten (10) days prior to the established implementation date.	0.5% at risk for the first measurement period of the contract
Post Implementation		
Independent Assurances		
Independent Assurances	Contractor shall supply OGB with an exact copy of the SOC 1, Type II and/or SOC 2, Type II report resulting from an independent annual SSAE 18 engagement of the operations as described in Section 19 and for the period of January 1 – December 31 beginning March 31, 2022 and each calendar year thereafter. Contractor shall also provide a bridge letter to OGB for the period of January 1-June 30 of the following independent	\$1,000 per day

	assurance reporting period beginning July 31, 2023.	
Plan Participant and Billing		
Plan Participant-Level Enrollment Accuracy	98% of Plan Participant updates within two (2) business days of receipt of a complete eligibility file submission.	1.50%
Claims Operations		
Claims Processing Accuracy	97% or greater of audited Claims adjudicated accurately in accordance with the Plan.	1.50%
Financial Accuracy	97.5% or greater of audited Claims accurately paid in accordance with the contracted provider rate.	1.50%
Customer Service		
First Call Resolution	80% of Plan Participant calls resolved on first call.	1.50%
	Measurement: The number of calls that are completed without the need for referral or follow up actions divided by the total number of calls (excludes calls routed to IVR).	
Abandoned Call Rate	Less than or equal to 5% abandonment rate as a percent of all calls disconnected before a Customer Service Representative gets on the line. (Excludes calls abandoned within the first 30 seconds and calls routed to IVR).	1.50%
Plan Participant Written Inquiry Timeliness	95% of all written inquiries will be answered within 7 business days.	1.50%
Average Speed to Answer	The average elapsed time between call accepted into Contractor's system and a customer service representative gets on the line will be less than or equal to 60 seconds.	1.50%
Account Satisfaction		
Overall Primary Plan Participant Satisfaction Survey	Satisfaction Rate must be 85% or greater.	2%

OGB Satisfaction Survey	Satisfaction Rate must be 85% or greater, using metrics mutually agreed upon by Contractor and OGB prior to January 1, 2021.	2%
Financial		
Trend Guarantee	The Contractor will provide a trend guarantee for calendar years 2021, 2022, and 2023.	20.6%
Discount Guarantee	The Contractor guarantees a 64.5% discount.** The discount guarantee will be based on the discount percentage defined as the contractual discount accepted by providers for covered services divided by covered billed charges for in and out-of-network claims. To be measured annually. Any shortfall will require a dollar for dollar payment up to the guaranteed discount amount.	Dollar for Dollar payment for any shortfall Capped at 100% of the Administrative Fee
***Enhanced Payment Integrity	The Contractor will partner with vendors to perform payment integrity audits, including credit balance, data mining and DRG audits.	The Contractor guarantees a 2:1 ROI beyond required guarantees.
Reporting and Analytics		
Overall Reporting Requirements	Contractor agrees to provide 90% of all reports listed in the Contract by the required timeframe stated in the Contract.	2.50%
Data Analytics	Refresh analytic tool data monthly by the 30th of the following month at least ninety-one percent (91%) of the time.	2.50%
Provider Contracting and Network		
Minimum Overall Network Discounts (all services)	Contractor will guarantee a 64.7% network discount for Louisiana in-network providers, excluding pharmacy.**** The discount guarantee will be based on the discount percentage defined as the contractual discount accepted by providers for covered services	15%

	divided by covered billed charges. Contractor will provide a discount report illustrating the overall discount achieved.	
Population Health Management		
Diabetes Adverse Events	Contractor will guarantee adverse events defined as disease related inpatient admits and/or emergency room for Plan Participants ages 18-64 with Diabetes as mutually agreed by OGB and Contractor. The adverse events for each Plan year shall be equal to or less than the BCBSLA governmental benchmark adverse events	2%
Coronary Artery Disease Adverse (“CAD”) Events	Contractor will guarantee adverse events defined as disease related inpatient admits and/or emergency room for Plan Participants ages 18-64 with CAD as mutually agreed by OGB and Contractor. The adverse events for each Plan year shall be equal to or less than the BCBSLA governmental benchmark adverse events	2%
Readmission Rate- 15 day	Readmission rates will be based on “like events” ages 18-64.	2%
Mental Health 30 day follow up visit after discharge	60% of Plan Participants discharged from an inpatient mental health facility will have a follow up visit within 30 days of discharge.	2%
Dedicated Nurses	Two nurses dedicated solely to OGB.	2%
Utilization and Wellness Management Programs	On an annual basis, the utilization and wellness management programs (prior authorizations, disease management, Live Better Louisiana, etc.) must have a savings of 1.5:1 demonstrated using OGB’s own claims	1.5:1 ROI or the difference is owed to OGB Capped at 100% of the Administrative Fee

	experience. If ratio is not 1.5:1 the Contractor will owe OGB the difference beginning calendar year 2022 and each calendar year thereafter.	
*****Enhanced Utilization Management Program	The Contractor will utilize UMstrategic partner to more tightly manage Musculoskeletal (MSK), Cardiac, Radiation Oncology and Radiology procedures.	Contractor guarantees a 3:1 ROI for these programs in aggregate above required guarantees.
Specialty Drugs in Self-Funded ASO Health Plan		
Trend cost guarantee, mutually agreed upon, at the Health Care Cost Procedure Code level on the drug classes included in the site of care service program.	The baseline will be average unit cost based on historical claims experience for the previous calendar year.	2.5%
Utilization reductions in mutually agreed targeted therapeutic classes.	At a minimum, 75% of new patients meeting criteria will be serviced in facilities, providers offices, or home that have pricing parity (meaning moved away from outpatient hospital setting)	2.5%

*The trend guarantee will have six (6) month run-out periods for base and performance periods. The base year will be 2019 due to the impact of COVID-19. The 2021 trend will be calculated by calculating the base and performance year per member per month (PMPM) applying the conditions listed below and dividing the Performance Period PMPM by the Base Period PMPM and then take the square root of the quotient. Then subtract one and multiply by 100. The 2022 trend will be calculated by calculating the base and performance year per member per month (PMPM) applying the conditions listed below and dividing the Performance Period PMPM by the Base Period PMPM and then take the cube root of the quotient. Then subtract one and multiply by 100. The 2023 trend will be calculated by calculating the base and performance year per member per month (PMPM) applying the conditions listed below and dividing the Performance Period PMPM by the Base Period PMPM and then take the fourth root of the quotient. Then subtract one and multiply by 100.

Below are sample calculations:

Year	Actual PMPM	Resulting Performance Trend
2019	\$300	
2021	\$360	9.54%
2022	\$400	10.06%
2023	\$420	8.78%

The following conditions apply:

- Excludes claims associated with additional coverage added above and beyond previous year coverage. For example, if Obesity Surgery coverage was added in 2021, claims associated with obesity coverage would be removed from settlement of the 2021 guarantee.
- Excludes the amount in excess of \$100,000 for any members with claims greater than \$100,000 for both the base and performance period.
- Includes all paid fee for service claims.
- Excludes Pharmacy Benefit Manager and Medical Specialty Prescriptions.

** The discount guarantee will be based on the discount percentage defined as the contractual discount accepted by providers for covered services divided by covered billed charges for in and out-of-network claims. The calculation will exclude PBM pharmacy claims, charges for ineligible and non-covered services, and claims where OGB is secondary.

*** Contractor will deploy new vendor resources to identify and recover provider overpayments using data analytics to identify inappropriate provider billing.

By April 1st following the performance year Contractor will provide a detailed report of the adjusted claims and associated savings recovered between January 1st and December 31st using the new program. If savings are greater than 2 times the fee charged, Contractor owes nothing. If the savings are less than 2 times the fees charged, Contractor will pay OGB the difference.

Contractor pays vendors a percent of savings of fees recovered. As OGB's savings grows, Contractor's payments to vendor increases. Contractor agrees to not pass on any fee to OGB.

**** The discount guarantee will be based on the discount percentage defined as the contractual discount accepted by providers for covered services divided by covered billed charges. The calculation will exclude PBM pharmacy claims, claims from providers outside of Louisiana, charges for ineligible and non-covered services, claims where OGB is secondary, and out-of-network provider claims.

***** The 1:1.5 ROI for utilization and wellness Management programs will include Care Management, Disease Management, and Standard/Enhanced utilization management programs. ROI will be calculated annually using industry standard advanced analytics concepts and methodologies.

ATTACHMENT II: RATE SCHEDULE

The administrative fee listed below is fully burdened and inclusive of all Contract costs and expenses. Note: OGB shall reimburse the Contractor for any taxes or charges of fees which may be assessed against the Contractor by any government entity for providing any service or benefits to OGB, as set forth under the Plan or this Contract with the exception of income taxes owed by the Contractor.

	Fixed Monthly Administrative Fee (Per Primary Plan Participant Per Month)
January 1, 2021 – December 31, 2023	\$23.90

ATTACHMENT III: BUSINESS ASSOCIATE ADDENDUM

State of Louisiana, Office of Group Benefits

HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the “Addendum”) is entered into effective the _____ day of September, 2020 (the “Effective Date”), by and between Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana and its subsidiary HMO Louisiana, Inc., (“Business Associate”) and the State of Louisiana, Office of Group Benefits, on behalf of itself and its affiliates, if any (individually and collectively, the “Covered Entity”), and adds to the Agreement or Contract dated _____, 2020, entered into between Covered Entity and Business Associate (the “Agreement”).

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

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

Covered Entity and Business Associate (collectively “the Parties”), therefore, agree to the following terms and conditions set forth in this Addendum.

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

which it was disclosed to the person or entity, and the person or entity notifies the Business Associate of any instances of which it is aware or suspects in which the confidentiality of the PHI has been breached. In such case, Business Associate shall report such known or suspected breaches to Covered Entity as soon as possible and in accordance with timeframes set forth in this Addendum.

- (c) Business Associate, upon written request by Covered Entity, may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B). For purposes of this Section, Data Aggregation means, with respect to PHI, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analyses that relate to the health care operations of the respective Covered Entities.
 - (d) Business Associate may de-identify any and all PHI created or received by Business Associate under this Agreement; provided, however, that the de-identification conforms to the requirements of HIPAA and in accordance with any guidance issued by the Secretary. Such resulting de-identified information would not be subject to the terms of this Addendum.
 - (e) Business Associate may create a Limited Data Set, as defined in HIPAA, and use such Limited Data Set pursuant to a Data Use Agreement that meets the requirements of HIPAA, provided Covered Entity agrees to such creation and use of a Limited Data Set.
4. Required Safeguards to Protect PHI. Business Associate shall implement appropriate safeguards in accordance with HIPAA to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of the Agreement. To the extent that Business Associate creates, receives, maintains, or transmits electronic PHI (“ePHI”) on behalf of Covered Entity, Business Associate shall comply with the HIPAA Security Rule as of the relevant effective date and further, shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI.
5. Reporting to Covered Entity. Business Associate shall immediately report to Covered Entity any use or disclosure of PHI not provided for by this Addendum, including breaches of unsecured PHI in accordance with the Breach Notification Rule (45 CFR Subpart D), and any successful security incident of which it becomes aware. Business Associate shall report such disclosure to Covered Entity as soon as reasonably possible upon discovery or notification of the disclosure and shall cooperate with Covered Entity’s investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
6. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum, including, but not limited to, compliance with any state law or contractual data breach requirements.
7. Agreements with Third Parties. Business Associate understands and agrees that any agent or subcontractor that may create, receive, maintain or transmit PHI on behalf of Business Associate must comply with all applicable laws and regulations as are applicable to Covered Entity in regard to PHI. Business Associate shall enter into a written agreement with any agent or subcontractor of Business Associate that will create, receive, maintain, or transmit PHI on behalf of Business Associate. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by

substantially similar restrictions, terms, and conditions that apply to Business Associate under this Addendum with respect to such PHI. Such agreements with Business Associates agents and subcontractors shall be provided to Covered Entity upon request and subject to audit hereunder.

8. Access to Information. Within ten (10) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 CFR 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI held in a Designated Record Set by Business Associate, Business Associate shall within five (5) days forward such request to Covered Entity.

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

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

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

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

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

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

15. Breach of Contract by Business Associate. In addition to any other rights Covered Entity may have in the Agreement, this Addendum or by operation of law or in equity, Covered Entity may (i) immediately terminate the Agreement if Covered Entity determines that Business Associate has violated a material term of this Addendum, or (ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's exercise of its option to permit Business Associate to cure a breach of this Addendum shall not be construed as a waiver of any other rights Covered Entity has in the Agreement, this Addendum or by operation of law or in equity.

16. Indemnification. Business Associate shall defend, indemnify and hold harmless Covered Entity and its officers, trustees, employees, subcontractors and agents from and against any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate or its subcontractors of Business Associate's obligations under this Addendum or HIPAA. This Section 16 of the Addendum shall survive the termination of the Agreement or this Addendum.

17. Exclusion from Limitation of Liability. To the extent that Business Associate has limited its liability under the terms of the Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI. This Section 17 of the Addendum shall survive the termination of the Agreement and this Addendum.

18. Injunctive Relief. Business Associate acknowledges and stipulates that the unauthorized use or disclosure of PHI by Business Associate or its subcontractors while performing services pursuant to the Agreement or this Addendum would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from Business Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement or this Addendum.

19. Third Party Rights. The terms of this Addendum are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and Covered Entity.

20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate pursuant to the terms of the Agreement.

21. Changes in the Law. The Parties may amend either the Agreement or this Addendum, as appropriate, to conform to any new or revised federal or state legislation, rules, regulations, and records retention policies to which the Parties are subject now or in the future including, without limitation, HIPAA.

22. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court, or administrative order, or other discovery request or mandate for release of PHI, other than a standard medical records request/medical records subpoena, Business Associate shall notify Covered Entity of such within five (5) business days by providing a copy of such and any applicable comments. Covered Entity shall have the right to control Business Associate's response to such request.

23. Conflicts. If there is any direct conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

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

STATE OF LOUISIANA
OFFICE OF GROUP BENEFITS

**LOUISIANA HEALTH SERVICE &
INDEMNITY COMPANY d/b/a BLUE
CROSS AND BLUE SHIELD OF LOUISIANA**

By: _____
Signature

By: _____
Signature

Tommy Teague
Printed Name

Printed Name

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____

Records Retention Schedule

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

Http://www.sos.la.gov

SS ARC 932 (10/19)

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Remarks

Agency No	Agency / Division / Section	Retention Period				Security	Archival	State Records Center	Vital	Remarks
Item Number	Records Series Title	In Office	In Storage	Total Retention						
003.005	Division of Administration / Office of Group Benefits / Executive									
1	Internal Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V		ACT = until the end of the FY in which the audit report is issued. ^^
2	LLA Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V		ACT = until the end of the FY in which the audit report is issued. ^^
3	Group Benefits Policy and Planning Board Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I		ACT = until the end of the CY in which the presentations were created. ^^
4	Group Benefits Policy & Planning Board Reports	ACT + 10 CY	0	ACT + 10 CY	M	S	N	V		ACT= Until end of CY in which OGB ceases to exist. **
5	Group Benefits Policy & Planning Board Meeting Minutes	PERM	0	PERM	M	R	N	V		
6	Group Benefits Estimating Conference Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I		ACT = until the end of the CY in which the presentations were created. ^^
7	Group Benefits Estimating Conference Meeting Minutes	PERM	0	PERM	M	R	N	V		
8	OGB 5-year Strategic Plan	ACT + 5 FY	0	ACT + 5FY	P	S	N	V		ACT = until the end of the FY in which the Strategic plan was drafted. ^^
9	OGB HIPAA Compliance Records	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V		ACT = until the end of the CY in which the records were created or received. ^^
Permitted Retention Period Abbreviations		Security Status Codes			State Records Center Use			Agency Abbreviations		
ACT - Active Period (when used define term in remarks column)		P - Public Record			Y - Yes			LLA = Louisiana Legislative Auditor		
FY- Fiscal Year (July 1- June 30)		M - May Contain Confidential Information			N - No			OGB = Office of Group Benefits		
CY - Calendar Year (Jan 1 - Dec 31)		C - Confidential Information						HIPAA = Health Insurance Portability and Accessibility Act		
AY - Academic Year (Aug 1 - July 31)										
FFY - Federal Fiscal Year (Oct 1 - Sept 30)										
MO - Months WK - Week (Mon-Sun) DY - Day(s)										
PERM - Permanent										
** = May be part of an Imaging/Electronic Exception.										
^^ = May be part of an Imaging/Electronic Survey.										

Tommy League
Agency Approval

1-7-2020
Date Signed

Sharon E. Joseph, ORM
Secretary of State, State Archives & Records Services

1-8-2020
Date Approved

Records Retention Schedule

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

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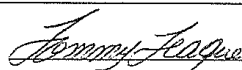
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Agency No	Agency / Division / Section	Retention Period			Security	Archival	State Records Center	Vital	Remarks
Item Number	Records Series Title	In Office	In Storage	Total Retention					
003.005	Division of Administration / Office of Group Benefits / Administration -- Finance								
1	OGB Budget Request Documents/Records	ACT + 5 FY	0	ACT + 5 FY	P	R	N	V	ACT = until the end of the FY in which created^^
2	Actuarial Revenue/Expenditure Line-item Projections	ACT + 5 FY	0	ACT + 5 FY	M	S	N	V	ACT = until the end of the FY in which received^^
3	Actuarial Premium Rate Schedules	ACT + 5 CY	0	ACT + 5 CY	P	S	N	V	ACT = until the end of the FY in which received^^
4	Official Premium Rate Schedules	ACT + 10 CY	0	ACT + 10 CY	P	S	N	V	ACT= until end of the CY in which the OGB ceases to exist**
5	Monthly OTS Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received^^
6	Annual IAT Agreements & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received^^
7	Miscellaneous/One-time Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received^^
8	OGB Fiscal Note Worksheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created^^
9	DOA Analysis Sheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created^^
10	Fuel Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received^^
Permitted Retention Period Abbreviations ACT – Active Period (when used define term in remarks column) FY- Fiscal Year (July 1- June 30) CY – Calendar Year (Jan 1 – Dec 31) AY – Academic Year (Aug 1 – July 31) FFY – Federal Fiscal Year (Oct 1 – Sept 30) MO – Months WK – Week (Mon-Sun) DY - Day(s) <u>PERM – Permanent</u> ** = May be part of an Imaging/Electronic Exception. ^^ = May be part of an Imaging/Electronic Survey.		Security Status Codes P – Public Record M – May Contain Confidential Information C – Confidential Information Archival Processing Codes A – Transfer to State Archives R – Retain in Agency Archives S – Review by State Archives D- Review by State Archives/Electronic O – Other (Specify in Remarks)		State Records Center Use Y – Yes N - No Vital Record Identification Code V= Vital I = Important U= Useful		Agency Abbreviations OGB – Office of Group Benefits OTS – Office of Technology Services IAT- Inter Agency Transfers DOA – Division of Administration			


Agency Approval

1-7-2020
Date Signed


Secretary of State, State Archives & Records Services

1-8-2020
Date Approved

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Agency No	Agency / Division / Section	Retention Period			Security	Archival	State Records Center	Vital	Remarks
Item Number	Records Series Title	In Office	In Storage	Total Retention					
003.005	Division of Administration / Office of Group Benefits / Administration -- Communications								
1	Annual Enrollment Member Guides	ACT + 10 CY	0	ACT + 10 CY	P	D	N	I	ACT = until the end of the CY in which OGB ceases to exist**
2	Annual Enrollment Member Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created^^
4	Annual Enrollment HR Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created^^
5	Agency/Member Memos on OGB Policies/Procedures Changes	ACT + 10 CY	0	ACT + 10 CY	P	D	N	V	ACT = until the end of the CY in OGB ceases to exist*
6	Medicare Part D Creditable Coverage Notices	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V	ACT = until the end of the CY in which the notices were created^^
7	Publications	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until end of CY in which OGB ceases to exist**
Permitted Retention Period Abbreviations ACT – Active Period (when used define term in remarks column) FY- Fiscal Year (July 1- June 30) CY – Calendar Year (Jan 1 – Dec 31) AY – Academic Year (Aug 1 – July 31) FFY – Federal Fiscal Year (Oct 1 – Sept 30) MO – Months WK – Week (Mon-Sun) DY - Day(s) <u>PERM – Permanent</u> ** = May be part of an Imaging/Electronic Exception. ^^ = May be part of an Imaging/Electronic Survey.		Security Status Codes P – Public Record M – May Contain Confidential Information C – Confidential Information Archival Processing Codes A – Transfer to State Archives R – Retain in Agency Archives S – Review by State Archives D- Review by State Archives/Electronic O – Other (Specify in Remarks)			State Records Center Use Y – Yes N - No Vital Record Identification Code V= Vital I = Important U= Useful			Agency Abbreviations HR – Human Resources OGB – Office of Group Benefits	

Date Approved _____

Records Retention Schedule

Louisiana Secretary of State
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Agency No	Agency / Division / Section	Retention Period			Security	Archival	State Records Center	Vital	Remarks
Item Number	Records Series Title	In Office	In Storage	Total Retention					
003.005	Division of Administration / Office of Group Benefits / Administration – General								
1	OGB Employee Driver Authorization Forms	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the employee separates from agency**
2	OGB Employee Safety Meetings Training Materials & Sign-in Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received^^
3	OGB Employee PES Evaluations and Planning Session Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which supervision ends**
4	OGB Employee Time & Attendance Reports	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the CY in which the reports were created or received^^
5	Vehicle Logs & Supporting Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received^^
6	SOF & Supporting Documents	ACT + 2 FY	1 FY	ACT + 3 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received^^
7	OGB Visitor Logs/Sign-in Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created^^
8	Daily Documents/Mail Assignments Logs	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created^^
9	Records Management Files (Retention Schedules, disposal requests, Transmittals, Surveys and Exceptions)	ACT + 10 CY		ACT + 10 CY	M	S	N	V	ACT = until end of CY in which OGB ceases to exist. **

Permitted Retention Period Abbreviations

ACT – Active Period (when used define term in remarks column)

FY- Fiscal Year (July 1- June 30)

CY – Calendar Year (Jan 1 – Dec 31)

AY – Academic Year (Aug 1 – July 31)

FFY – Federal Fiscal Year (Oct 1 – Sept 30)

MO – Months WK – Week (Mon-Sun) DY – Day(s)

PERM – Permanent

** = May be part of an Imaging/Electronic Exception.

^^ = May be part of an Imaging/Electronic Survey.

Security Status Codes

P – Public Record

M – May Contain Confidential Information

C – Confidential Information

Archival Processing Codes

A – Transfer to State Archives

R – Retain in Agency Archives

S – Review by State Archives

D- Review by State Archives/Electronic

O – Other (Specify in Remarks)

State Records Center Use

Y – Yes

N – No

Vital Record Identification Code

V= Vital

I = Important

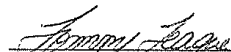
U= Useful

Agency Abbreviations

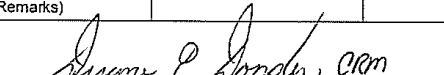
SOF –Special order Form

OGB= Office of Group Benefits

PES = Personnel Evaluation System


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1-7-2020
Date Signed


Secretary of State, State Archives & Records Services

1-8-2020
Date Approved

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Remarks

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Tommy League
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1-7-2020
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1-8-2020
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1-8-2020
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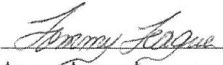
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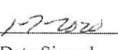
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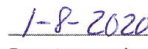
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Agency No	Agency / Division / Section				Security	Archival	State Records Center	Vital	Remarks
003.005	Division of Administration / Office of Group Benefits / Customer Service								
Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Enrollment Change Forms & Supporting Eligibility Documents (GB-01)	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
2	Designation Forms (OGB Coordinator, Agency Master User, Invoice Contact) (GB-74, GB-75, GB-78)	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until the end of the CY in which OGB ceases to exist. **
3	OGB Member Correspondence	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
4	Daily Work Papers (includes printed copies of imaged documents and non-essential notes with PHI or OGB member contact info, produced by OGB Customer Service section staff)	ACT	0	ACT	M	S	N	U	ACT = until the end of the day in which the work papers were created ^^
Permitted Retention Period Abbreviations ACT – Active Period (when used define term in remarks column) FY- Fiscal Year (July 1- June 30) CY – Calendar Year (Jan 1 – Dec 31) AY – Academic Year (Aug 1 – July 31) FFY – Federal Fiscal Year (Oct 1 – Sept 30) MO – Months WK – Week (Mon-Sun) DY – Day(s) <u>PERM – Permanent</u> ** = May be part of an Imaging/Electronic Exception. ^^ = May be part of an Imaging/Electronic Survey.		Security Status Codes P – Public Record M – May Contain Confidential Information C – Confidential Information Archival Processing Codes A – Transfer to State Archives R – Retain in Agency Archives S – Review by State Archives D- Review by State Archives/Electronic O – Other (Specify in Remarks)		State Records Center Use Y – Yes N – No Vital Record Identification Code V= Vital I = Important U= Useful	Agency Abbreviations OGB= Office of Group Benefits PHI = Personal Health Information				


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Date Signed


Secretary of State, State Archives & Records Services


Date Approved

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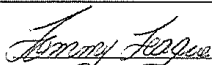
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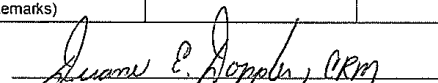
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Agency No	Agency / Division / Section	Retention Period			Security	Archival	State Records Center	Vital	Remarks
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Health Insurance								
Item Number	Records Series Title	In Office	In Storage	Total Retention					
1	Self-funded Health Plan Medical TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received ^^
2	Self-funded Health Plan Pharmacy TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received ^^
3	Fully Insured Health Plan Vendors Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received ^^
4	Capitated Primary Care Network Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received ^^
5	IMMEHRA Vendor Invoices and Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received ^^
6	Health Plan Vendors Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the report or deliverable was received ^^
7	Health Savings Account Enrollment & Payroll Deduction Election/Changes (GB-79 Forms)	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
8	TPA Health and Pharmacy Claims (including supplemental Claims)	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>Permitted Retention Period Abbreviations</p> <p>ACT – Active Period (when used define term in remarks column)</p> <p>FY- Fiscal Year (July 1- June 30)</p> <p>CY – Calendar Year (Jan 1 – Dec 31)</p> <p>AY – Academic Year (Aug 1 – July 31)</p> <p>FFY – Federal Fiscal Year (Oct 1 – Sept 30)</p> <p>MO – Months WK – Week (Mon-Sun) DY - Day(s)</p> <p>PERM – Permanent</p> <p>** = May be part of an Imaging/Electronic Exception.</p> <p>^^ = May be part of an Imaging/Electronic Survey.</p> </div> <div style="width: 30%;"> <p>Security Status Codes</p> <p>P – Public Record</p> <p>M – May Contain Confidential Information</p> <p>C – Confidential Information</p> <p>Archival Processing Codes</p> <p>A – Transfer to State Archives</p> <p>R – Retain in Agency Archives</p> <p>S – Review by State Archives</p> <p>D- Review by State Archives/Electronic</p> <p>O – Other (Specify in Remarks)</p> </div> <div style="width: 30%;"> <p>State Records Center Use</p> <p>Y – Yes</p> <p>N – No</p> <p>Vital Record Identification Code</p> <p>V= Vital</p> <p>I = Important</p> <p>U= Useful</p> </div> <div style="width: 30%;"> <p>Agency Abbreviations</p> <p>TPA = Third party administrator</p> <p>IMMEHRA = Individual Medicare Market Exchange with Health Reimbursement Arrangements</p> <p>OGB = Office of Group Benefits</p> </div> </div>									


Agency Approval

1-7-2020
Date Signed


Secretary of State, State Archives & Records Services

1-8-2020
Date Approved

Records Retention Schedule

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

Http://www.sos.la.gov

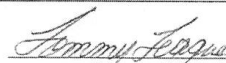
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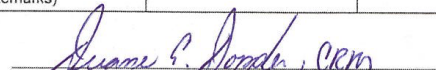
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☒ RENEWAL
☐ REPLACEMENT PAGE
☐ ADDENDUM PAGE

Agency No	Agency / Division / Section				Security	Archival	State Records Center	Vital	Remarks
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Life Insurance								
Item Number	Records Series Title	In Office	In Storage	Total Retention					
1	Fully Insured Basic and Supplemental Life Insurance Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the document was received ^^
2	Fully Insured Basic and Supplemental Life Insurance Vendor Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the report or deliverable was received ^^
3	Fully Insured Basic and Supplemental Life Insurance Member Beneficiary Designation/Change Forms	ACT+ 10 CY	0	ACT + 10 CY	C	S	N	V	ACT= Until end of the CY in which OGB ceases to exist. **
Permitted Retention Period Abbreviations ACT – Active Period (when used define term in remarks column) FY- Fiscal Year (July 1- June 30) CY – Calendar Year (Jan 1 – Dec 31) AY – Academic Year (Aug 1 – July 31) FFY – Federal Fiscal Year (Oct 1 – Sept 30) MO – Months WK – Week (Mon-Sun) DY - Day(s) PERM – Permanent ** = May be part of an Imaging/Electronic Exception. ^^ = May be part of an Imaging/Electronic Survey.					Security Status Codes P – Public Record M – May Contain Confidential Information C – Confidential Information Archival Processing Codes A – Transfer to State Archives R – Retain in Agency Archives S – Review by State Archives D- Review by State Archives/Electronic O – Other (Specify in Remarks)		State Records Center Use Y – Yes N – No Vital Record Identification Code V= Vital I = Important U= Useful		Agency Abbreviations OGB = Office of Group Benefits


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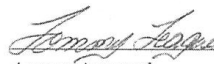
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Agency No	Agency / Division / Section				Security	Archival	State Records Center	Vital	Remarks
003.005	Division of Administration / Office of Group Benefits / Discontinued Programs								
Item Number	Records Series Title	Retention Period							
		In Office	In Storage	Total Retention					
1	Filing Deadline Mail Records	ACT + 3 CY		ACT + 3 CY	M	S	N	I	ACT = until the end of the CY in which the document was created or received. ^^
2	Live and Event Claims Records	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
3	Field and Audit Reports	ACT + 5 CY		ACT+ 5 CY	M	S	N	I	ACT = until the end of the CY in which Report was issued. ^^
4	Health Claims (including supplemental Claims)	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
5	Explanation of Benefits (EOBs)	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
6	Medical Records	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
7	Pre-determinations	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
8	Case Management	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
9	Medical Necessities	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
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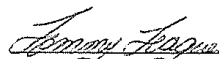
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Agency No	Agency / Division / Section			Security	Archival	State Records Center	Vital	Remarks	
003.005	Division of Administration / Office of Group Benefits / Discontinued Programs								
Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
10	Paid in Vouchers	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
11	Flexible Benefit Master File	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
12	Hospital Audits, Statistical Reports and Work Papers	ACT + 5 CY		ACT+ 5 CY	M	S	N	I	ACT = until the end of the CY in which Report was issued. ^^
13	Fraud and Abuse Case Files and Logs	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
14	Health Claim Audits and work papers (including over \$500 plan Member check Audits)	ACT + 5 CY		ACT + 5CY	C	S	N	I	ACT = until the end of the CY in Audit is completed. ^^
15	Special Reports (Outlier, Check Cycle)	ACT + 10 CY		ACT + 10CY	M	S	N	I	ACT = until the end of the CY in which report is run. ^^
16	Reviews (Medical and Chiropractic)	ACT + 10 CY		ACT + 10CY	C	S	N	I	ACT = until the end of the CY in which OGB ceases to exist. **
17	Case Management	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
18	Medical Necessities	ACT + 10 CY		ACT + 10CY	C	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **
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Secretary of State, State Archives & Records Services

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SS ARC 932 (10/19)

[Http://www.sos.la.gov](http://www.sos.la.gov)

Agency No	Agency / Division / Section	Retention Period				Security	Archival	State Records Center	Vital	__ ORIGINAL SUBMISSION X _RENEWAL __REPLACEMENT PAGE __ADDENDUM PAGE
Item Number	Records Series Title	In Office	In Storage	Total Retention	Remarks					
19	Preferred Provider Option/Exclusive Provider Option Contracts	ACT + 5 CY		ACT + 5CY	M	S	N	V	ACT = until the end of the CY in which OGB ceases to exist. **	
20	Logic Approvals	ACT + 3 CY	7CY	ACT + 10CY	M	S	N	V	ACT = until the end of the CY in which plan expires. **	
21	Adjusted Batch Listings	ACT + 7 CY		ACT+ 7CY	M	S	N	I	ACT = until the end of the CY in which plan expires. **	
Permitted Retention Period Abbreviations ACT – Active Period (when used define term in remarks column) FY- Fiscal Year (July 1- June 30) CY – Calendar Year (Jan 1 – Dec 31) AY – Academic Year (Aug 1 – July 31) FFY – Federal Fiscal Year (Oct 1 – Sept 30) MO – Months WK – Week (Mon-Sun) DY - Day(s) <u>PERM – Permanent</u> ** = May be part of an Imaging/Electronic Exception. ^^ = May be part of an Imaging/Electronic Survey.		Security Status Codes P – Public Record M – May Contain Confidential Information C – Confidential Information Archival Processing Codes A – Transfer to State Archives R – Retain in Agency Archives S – Review by State Archives D- Review by State Archives/Electronic O – Other (Specify in Remarks)		State Records Center Use Y – Yes N - No Vital Record Identification Code V= Vital I = Important U= Useful		Agency Abbreviations OGB = Office of Group Benefits				

1-8-2020
Date Approved

ATTACHMENT V: IMAGING SYSTEM SURVEY COMPLIANCE AND RECORDS DESTRUCTION

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

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

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

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

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

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

ATTACHMENT VI: SUBROGATION AND WORKERS' COMPENSATION PROCESS AND PROCEDURES

Blue Cross and Blue Shield of Louisiana / Office of Group Benefits Subrogation and Workers' Compensation Process and Procedures

I. SUBROGATION AND WORKERS' COMPENSATION PROCESS STATEMENT

In addition to the applicable terms and conditions of the Contract effective January 1, 2021, between State of Louisiana, Office of Group Benefits ("OGB"), and Louisiana Health Service and Indemnity Company, d/b/a Blue Cross and Blue Shield of Louisiana ("Contractor"), the following Process Statement of Process and Procedures (the "Process and Procedures") shall apply:

If Contractor becomes aware of a subrogation, other third-party recovery, reimbursement claim, or workers' compensation case (hereinafter collectively referred to as "subrogation"), Contractor shall use its standard processes and procedures as outlined herein to attempt to recover any paid benefits related to the subrogation matter.

Any use or disclosure under this Process and Procedures of protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act ("HIPAA") and the regulations issued thereunder, shall be subject to the terms and conditions of the HIPAA business associate addendum between OGB and Contractor.

II. CASE INITIATION

A. System Generated Injury Illness Inquiry

The Contractor claims processing system will generate a III letter on claims filed with an accident indicator or identifying accident ICD-10 diagnosis code when corresponding paid benefits total \$500.00. Contractor can provide OGB with a spreadsheet which lists these ICD-10 diagnosis codes.

A total of three (3) III letters will be generated to the Plan Participant, if necessary, as outlined below. If a response is not received from the Plan Participant within 60 days of the initial III letter, a second III letter will be generated. If a response is not received from the Plan Participant within 90 days of the initial III letter, a third III letter will automatically generate. If a response is not received from the Plan Participant within 120 days after the initial III letter, the letter cycle will be closed.

If within 180 days of the initial III letter generation another claim is submitted that is related to the same accident which precipitated the original III letter, Contractor's system will not generate an additional III letter on this claim. If another claim is paid that matches the Contractor criteria after the 180 days has passed, the III letter system will begin again.

B. Other Methods of Establishing a Subrogation Case

Other methods used by Contractor to establish a subrogation case are as follows:

- Correspondence from a Plan Participant, their representative, another health plan or insurance company, or any other source;
- Notification from OGB;
- Telephone call from a Plan Participant, their representative, another health plan or insurance company, or any other source;
- Publications (legal or otherwise) or pretrial investigations;
- Other Party Liability information from other Blue Cross Plans;
- Request or receipt of a refund; and/or
- Any other means of notification.

III. CASE PURSUIT

Once it is established that a Plan Participant's claim(s) is/are subject to subrogation or recovery, Contractor shall perform the following tasks.

A. Case Entry and Claim Review

A case is entered in the Subrogation Database. This includes any information obtained regarding the incident giving rise to the injuries/treatment. The Subrogation Specialist will generate an itemization of all related claims and benefits paid or applied toward the Plan Participant's deductible since the date of the incident.

B. Notification of Subrogation Interest

The Subrogation Specialist will send written notification regarding the subrogation interest to all involved parties. This notification includes the above described itemization.

Additionally, within thirty (30) days of receiving OGB transferred cases, Contractor will send a letter notifying the involved parties of Contractor's contact information and subrogation collection role.

C. Case Monitoring

The Subrogation Specialist will regularly review open cases to protect the subrogation interest. Updated itemizations of related claims and paid benefits will be generated and sent to all interested parties. Any information obtained during the pursuit of a case will be entered into the Subrogation Database and saved electronically.

IV. AUTHORITY

Contractor has authority to reduce, waive, or otherwise compromise any subrogation claim up to twenty percent (20%) of the total benefits paid (hereinafter referred to as the "discretionary reduction").

For all cases, Contractor will attempt to settle for the full amount of benefits paid. Notwithstanding, Contractor will make further attempts to reduce, waive, or otherwise compromise OGB's subrogation interest as a contribution to the Plan Participant's litigation expenses as set forth below:

- Up to 20% (discretionary reduction) of the total paid benefits for cases in which the Plan Participant was compensated for his/her damages without filing suit; and
- 25% to 30% of the total paid benefits for cases in which the Plan Participant was compensated for his/her damages after retaining counsel and filing suit.
- For reductions, waivers, or compromises of more than 30% for a contribution to the Plan Participant's litigation expenses, or for other reasons such as "made whole," "comparative negligence, causation," or "split liability," Contractor will consult first with OGB's Division of Administration counsel, which counsel shall maintain the discretion to pursue OGB authority for any additional reductions.

Contractor will use reasonable efforts to identify and to refer to OGB's Division of Administration counsel any subrogation case that requires payment from, or negotiation with, the Division of Administration, the Office of Risk Management or with the Louisiana Department of Justice, the Attorney General or an attorney appointed by, or a representative of, the Attorney General.

V. COMPLETION OF SETTLEMENT

A. Settlement Documents and Discussions

The Subrogation Specialist will document any settlement discussions and preserve any settlement documents for each case. The Subrogation Specialist will attempt to obtain a copy of the Plan Participant's settlement agreement with the tortfeasor, if any, on all subrogation cases.

B. Release Documents

Any release requiring signature by Contractor from the settling parties to effectuate settlement will be reviewed by the Contractor's attorney managing the Subrogation Unit.

C. OGB Recoveries

Any recoveries made by Contractor on behalf of OGB will be credited to claims and will be represented on the OGB claims billing report. Contractor will also provide OGB with a monthly check for those subrogation recoveries which cannot be credited to a corresponding claim, along with a spreadsheet detailing the following information:

- Primary Plan Participant(s) Contract number;
- Primary Plan Participant(s) name;
- Plan Participant name;
- OGB file number (if any);
- Date payment received;
- Date of accident;
- Total benefits paid; and
- Amount recovered.

VI. MONTHLY REPORTING

The following reports will be provided to OGB on a monthly basis.

A. Outstanding Injury Illness Inquiry

This report indicates the III letters that have been sent to the Plan Participant with no response and the Status of III letter generation (i.e., first letter, second letter, etc.).

B. System Closed Injury Illness Inquiry

This report shows the inquiries that were automatically closed because the three III letters were not returned by the Plan Participant and 120 days has passed since the initial letter. This report will include the benefits paid for each Plan Participant that triggered the III letters.

C. Injury Illness Inquiry Returned - No Subrogation Involvement

This report indicates that the Plan Participant has returned the III letter noting that his/her treatment was not related to an accident. This report will include the benefits paid for each Plan Participant that triggered the III letters. Unless other available facts indicate otherwise, these cases will be considered closed.

D. No Third Party Funds Available

This report indicates that while subrogation was involved, there were no third-party funds, as opposed to inadequate funds, to compensate the Plan Participant for his/her damages. Unless other available facts indicate otherwise, these cases will be closed.

E. Active Cases

This report shows all active cases Contractor is pursuing. This report will include the following:

- Contract number;
- Primary Plan Participant(s) name;
- Plan Participant name;
- Date of accident;
- Date case was opened;
- Amount recovered; and
- Total benefits paid.

F. New Cases

This report shows the number of new cases opened for the month being reported.

G. Closed Cases

This report details the number of cases closed for the month being reported, including a separate number for OGB transferred cases closed and a separate number for Contractor new cases closed. This report will include the following:

- Contract number;
- Primary Plan Participant(s) name;
- Plan Participant name;
- Date of accident;
- Date case was closed;
- Total benefits paid; and
- Amount recovered.

VII. LITIGATION OR COURT INTERVENTION

If Contractor receives notice of legal proceedings in connection with an OGB subrogation claim, or if it deems it prudent for OGB to enforce its subrogation rights by instituting legal proceedings, notice and all documents and information will be forwarded to OGB for handling.

Contractor will not initiate court proceedings on behalf of OGB. OGB will provide written notice of any election to retain counsel or pursue any subrogation case on its own. OGB will be solely responsible for the fees of any counsel retained by or on behalf of OGB.

ATTACHMENT VII: FILE/REPORTS AND LAYOUT

Data Exchanged with Blue Cross Files/reports and layout Revised 7/18/2017

Files sent by Blue Cross to OGB

File format is flat ascii text unless otherwise specified.

1. **Medical Claims File** – Blue Cross sends OGB all claims for which EOBs (Explanations of Benefits) or checks were sent or issued to the provider and/or claimant during a month. This is a file of records containing claim charge lines or service lines for a physician claim (CMS-1500), facility claim (UB-92), or a dental claim (ADA-1500) that has been received and processed. No claims in process are included. Currently we also receive weekly files.
2. **Provider File** - This is a file of medical service providers for which checks and EOBs were issued in (1) above. This will include, for example, physicians, hospitals, urgent care facilities, and physician groups. The file will also contain separate records relevant to the entity paid for a provider's services.
3. **Check Register File** - This file will contain one record for each check issued during the month. The amount of money reflected on this file should match the invoices sent to OGB for payment. Check numbers shall correspond to checks referenced in the paid claims provided in (1) above.
4. **Pharmacy Claims File** -- This file shall contain Pharmacy Claims data paid on behalf of High Deductible Plan members during the period. The file contains multiple records types.
5. **Disease Management Participation File** -- This file shall contain all Disease Management participants for the month just ended. The data will serve two purposes. It will determine which participants are invoiced for the month and who will receive reduced pharmacy co-pay incentive for the following 90 days.

Files to be sent to the contractor by OGB:

The contractor shall receive the following files from OGB. Files shall be constructed using strictly the layout as described. All files shall be sent electronically using FTP (File Transfer Protocol) and MUST be encrypted using PGP (Pretty Good Privacy).

6. **Eligibility File** -- This file shall be received the evening of every work day by the contractor and posted to their system before the next day. It will contain the contractor's entire membership plus any terminations that have been done in the last two months.
7. **Non-COBRA ASO Administrative Fee Billing file** -- This file shall be received monthly by the contractor and will contain the amount per contract holder that OGB will pay the ASO for administrative fee for Enrollees not in COBRA. OGB will pay the ASO based on this file. The file will contain adjustments to prior months billing resulting from retro terms and enrollment.
8. **COBRA ASO Administrative Fee Billing file** -- This file shall be received monthly by the contractor and will contain the amount per contract holder that OGB will pay the ASO for administrative fee for Enrollees in COBRA. OGB will pay the ASO based on this file. The file will contain adjustments to prior months billing resulting from retro terms and enrollment.

REQ: * indicates a required field

TYPE: A/N – Alphanumeric (or text) N – Numeric D – Date

Revised 7/18/17

9. **Claims Paid By Contractor After Termination or Stop Payment** -- This file shall be received monthly by the contractor and will contain the claims paid in error after the termination or stop payment date.

Medical Claims File

Prior to any transmission of claims data from Blue Cross to OGB, we must have an understanding of Blue Cross' procedures for processing, paying and adjusting claims so that the financial and clinical care of our members can be accurately reflected in our data warehouse. Information provided to OGB is also transmitted to our Living Well Louisiana health management program for management of ongoing health conditions, including diabetes, heart disease, heart failure, asthma, and chronic obstructive pulmonary disease (COPD). To clarify OGB needs, the following will apply to all claims:

- **Only processed claims** – BCBS will transmit all paid and denied claims as indicated above for which bills were submitted for our members. Claim transmissions will include detail for each charge or service line on the patient's bill. All coding in each line will adhere to standard medical coding procedures.
- **Adjusted Claims** – Claims that are reprocessed and subsequently adjusted, whether for financial reasons or for changes related to services provided, will include a reference to the original or preceding claim in all claim lines. OGB must be able to reconstruct a representative processing history for each claim through final disposition.
- **Provider recognition** – Each provider must be clearly identified by their purpose in the data provided, specifically, service providers and "pay-to" providers must be distinguished from each other. Where possible, relationships between facilities, physician groups, physicians, and other ancillary service providers as it applies to patient care should be made available whenever possible.
- **Non-standard codes** – Codes and their meaning or description used to represent Blue Cross processing data for which an industry standard does not exist will be transmitted to OGB separately from the monthly transmission, beginning with contract initiation. Any changes to these codes will be transmitted to OGB prior to transmission of claim records with these codes being used. Examples of these codes include but are not limited to Blue Cross' physician specialty codes and denial codes.
- **Data standards** – Numeric data will be right-justified and zero-filled. Money amounts will be 15 digits including an explicit decimal point and accurate to two decimal places (000009999999.99). Negative amounts will have a minus sign as the first character (-00009999999.99). Dates will be formatted CCYYMMDD and valid. All text will be left-justified and space-filled. All SSN's, ICD-9 codes, phone numbers, NDC's and zipcodes will be left-justified, with no dashes, commas, decimals or other formatting.

REQ: * indicates a required field

TYPE: A/N – Alphanumeric (or text) N – Numeric D – Date

Revised 7/18/17

Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
Field 1: The Claim ID is Blue Cross' distinct identifier for all charges and services associated with a patient bill. Whenever OGB contacts Blue Cross relevant to information on a medical claim, this identifier will be used as reference to the specific claim.						
1	*	CLAIM ID	A/N	40	1-40	BLUE CROSS' UNIQUE IDENTIFIER FOR THIS CLAIM.
Field 2: A service line references a discrete charge or service in a submitted claim. OGB uses service line detail for its reporting for the State of Louisiana whenever we are asked to study the potential effects of a change to existing benefits, whether financial or clinical.						
2	*	CLAIM LINE ID	A/N	40	41-80	BLUE CROSS' IDENTIFIER FOR A PARTICULAR CHARGE OR SERVICE LINE.
Fields 3-4: Service Dates apply to the claim line, not the duration of the stay referenced for inpatient facility claims.						
3	*	FROM SERVICE DATE	D	8	81-88	THE START DATE OF SERVICE REFERENCED ON THIS LINE. FORMAT- CCYYMMDD
4	*	THRU SERVICE DATE	D	8	89-96	THE LAST/FINAL DATE OF SERVICE. FORMAT- CCYYMMDD
Field 5: For keyed claims, the date received, not the date keyed. For electronic claims, the date Blue Cross received the transmission.						
5	*	RECEIVED DATE	D	8	97-104	THE DATE THE CLAIM WAS RECEIVED BY BLUE CROSS. FORMAT- CCYYMMDD
6	*	CLAIM SOURCE	A/N	1	105	"K": KEYED INPUT "A": AUTOMATIC/ELECTRONIC INPUT
7	*	SYSTEM ENTRY DATE	D	8	106-113	THE DATE BLUE CROSS FIRST ENTERED THE CLAIM INTO THE CLAIM PAYMENT SYSTEM. FORMAT- CCYYMMDD
Field 8: For each action affecting the payment status or clinical information on a claim, the date that action was taken.						
8	*	ADJUDICATION DATE	D	8	114-121	THE DATE BLUE CROSS PROCESSED AN ORIGINAL CLAIM. FOR ADJUSTMENTS, THE DATE REPROCESSED. FORMAT- CCYYMMDD
9	*	PAID DATE	D	8	122-129	THE DATE THE PROCESSED CLAIM WAS PAID OR ADJUSTED. FOR DENIED CLAIMS, THE DATE DENIED. FORMAT- CCYYMMDD
10	*	MEDICAL CLAIM DOC TYPE	A/N	10	130-139	THE TYPE OF DOCUMENT SUBMITTED, EITHER THE HCFA OR UB DESIGNATION.
11		SUBMITTED DRG	A/N	20	140-159	FOR INPATIENT CLAIMS, THE V25 DRG CODE THAT WAS SUBMITTED ON THE CLAIM.
Field 12: Revenue code is required for UB-92 claims. OGB will calculate the patient's length of stay for our data warehouse reports based on revenue coding.						
12		REVENUE CODE	A/N	10	160-169	THE 3 CHARACTER REVENUE CODE USED ON UB92 CLAIM FORMS.
Field 13: The original billed charge for each claim line will be provided on all activity affecting the claim or claim line.						
13	*	CHARGE AMOUNT	N	15	170-184	THE DOLLARS BILLED/CHARGED BY THE PROVIDER FOR THIS CLAIM LINE.

REQ: * indicates a required field

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Revised 7/18/17

Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
Field 14: For in-network providers, the allowed amount is determined after repricing and applying rate tables. For out-of-network providers, the allowed amount is determined from Blue Cross' fee schedule for that service.						
14	*	ALLOWED AMOUNT	N	15	185-199	THE AMOUNT THAT IS ALLOWED PER THE PROVIDERS PRICING CONTRACT OR FOR OUT-OF-NETWORK PROVIDERS
Field 15: Copay is a fixed component of the member's cost share to be paid to the provider by or for the member directly and separately from other claim payments. Copays are established by the state and are listed in the plan benefits of the HMO plan.						
15	*	COPAY AMOUNT	N	15	200-214	THE AMOUNT THAT WOULD NORMALLY BE PAYABLE TO THE PROVIDER AT THE TIME OF SERVICE SEPARATE FROM THE AMOUNT PAID BY BLUE CROSS.
Field 16: Coinsurance is a variable component of the member's cost share to be paid to the provider by or for the member directly and separately from other claim payments. This value is normally zero except for out-of network providers.						
16	*	COINSURANCE AMOUNT	N	15	215-229	THE AMOUNT THAT WOULD NORMALLY BE PAYABLE TO THE PROVIDER, BUT NOT BY BLUE CROSS DUE TO THE MEMBER'S COINSURANCE ARRANGEMENTS.
Field 17: The deductible is a component of the member's cost share to be paid to the provider by or for the member directly and separately from other claim payments. This value is normally zero except for out-of network providers for which the member is subject to an annual limit.						
17	*	DEDUCTIBLE AMOUNT	N	15	230-244	THE AMOUNT THAT WOULD NORMALLY BE PAYABLE TO THE PROVIDER, BUT NOT BY BLUE CROSS BASED ON PLAN BENEFITS.
18	*	COB PAID AMOUNT	N	15	245-259	THE AMOUNT PAID BY ANOTHER INSURER AGAINST THE MEMBER'S CLAIM, (COORDINATION OF BENEFITS)
19	*	WITHHELD AMOUNT	N	15	260-274	THE AMOUNT WITHHELD FROM PAYMENT DUE TO TERMS OF THE PROVIDER'S CONTRACT OR ACCOUNT.
20	*	PROVIDER PAID AMOUNT	N	15	275-289	THE NET AMOUNT THAT WAS EVENTUALLY PAID DIRECTLY BY BLUE CROSS TO THE PAY-TO PROVIDER FOR THIS CLAIM LINE.
21	*	MEMBER PAID AMOUNT	N	15	290-304	THE NET AMOUNT THAT WAS EVENTUALLY PAID DIRECTLY BY BLUE CROSS TO THE MEMBER, SUBSCRIBER OR EMPLOYEE FOR THIS CLAIM LINE.
Field 22: The net paid amount must equal the total of the provider paid amount and the member paid amount.						
22	*	NET PAID AMOUNT	N	15	305-319	THE NET AMOUNT THAT WAS PAID IN TOTAL FOR THIS CLAIM LINE BY BLUE CROSS.
23	*	TRANSACTION TYPE	A/N	20	320-339	THE TRANSACTION TYPE (OUTCOME). SPECIFICALLY, 'APPROVED', 'DENIED', 'DUPLICATE', 'REVERSED', 'REVERSAL', 'ADJUSTMENT'.
Field 24: This field is blank for the first activity or transaction against a patient's bill, the "original claim". Depending on Blue Cross procedures, for reprocessed claims this field will either contain the claim number of the original transaction or the claim number of the immediately prior transaction against the originally submitted claim. OGB will use this field to reconstruct a transaction history against the original claim. Note: Claim Line IDs remain the same throughout the transaction history of a member's claim (see Field 2 above).						

REQ: * indicates a required field

TYPE: A/N - Alphanumeric (or text) N - Numeric D - Date

Revised 7/18/17

Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
24		ADJUSTED FROM CLAIM ID	A/N	40	340-379	IF THIS CLAIM IS A REPROCESSING OF A MEMBER'S CLAIM, THIS FIELD WILL CONTAIN THE CLAIM ID OF THE PRIOR CLAIM.
Field 25: Blue Cross will provide OGB a file of their denial codes and the corresponding descriptions for the reasons a claim may be denied, thus eliminating the NIC requirement for a separate DENIED REASON NAME field. Codes provided on denied claims will exist in the list provided, and any changes to the list will be provided to OGB in a timely manner. All denial reasons will be clear and accurately reflect the actual condition causing the denial. Note: The denial reason code is required for all denied claims						
25		DENIED REASON	A/N	20	380-399	IF DENIED, THE REASON CODE FOR THIS DENIAL.
26		BILL TYPE CODE	A/N	3	400-402	CREATED BY HCFA AND PROVIDES THREE SPECIFIC PIECES OF INFORMATION. THE FIRST CHARACTER IDENTIFIES THE TYPE OF FACILITY. THE SECOND CLASSIFIES THE TYPE OF CARE. THE THIRD INDICATES THE SEQUENCE OF THIS BILL IN THIS PARTICULAR EPISODE OF CARE.
27	*	PLACE OF SERVICE	A/N	20	403-422	THE HCFA STANDARD PLACE OF SERVICE CODE
28	*	TYPE OF SERVICE	A/N	20	423-442	THE HCFA STANDARD TYPE OF SERVICE CODE ON THE CLAIM.
29	*	SERVICE UNITS COUNT	N	11	443-453	THE NUMBER OF UNITS OF SERVICE DESCRIBED BY THE PROCEDURE REFERENCED ON THIS CLAIM LINE.
30		ANESTHESIA MINUTES	N	11	454-464	WHEN APPROPRIATE, THIS CLAIM LINE LISTS THE NUMBER OF MINUTES OF ANESTHESIA THAT WAS RENDERED.
Fields 31-36: Employee refers to the contract holder (subscriber), identified as relation = '01' in the State of Louisiana's eligibility file provided to Blue Cross in a daily transmission.						
31	*	EMPLOYEE SSN	A/N	11	465-475	THE CONTRACT HOLDER'S SOCIAL SECURITY NUMBER - LEFT JUSTIFIED AND FILLED WITH SPACES TO THE RIGHT. NO DASHES. THE FOREIGN WORKER NUMBER, WHEN APPROPRIATE.
32	*	EMPLOYEE ID QUALIFIER	A/N	1	476	INDICATES THE TYPE/ORIGIN OF THE IDENTIFYING NUMBER FROM THE BILL USED TO DETERMINE ELIGIBILITY: 'S'=SSN; 'P'=MEMBER ID OF THE CONTRACT HOLDER.
33	*	EMPLOYEE LAST NAME	A/N	40	477-516	THE LAST NAME OF THE CONTRACT HOLDER.
34	*	EMPLOYEE SEX	A/N	1	517	THE GENDER OF THE CONTRACT HOLDER. 'F' = FEMALE; 'M' = MALE; 'U' = UNKNOWN
35	*	EMPLOYEE DATE OF BIRTH	D	8	518-525	THE CONTRACT HOLDER'S DATE OF BIRTH FORMAT- CCYYMMDD
36	*	EMPLOYEE ZIP CODE	A/N	9	526-534	THE CONTRACT HOLDER'S FULL ZIP CODE, 5 OR 9 DIGITS AS AVAILABLE, NO DASHES.

REQ: * indicates a required field

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Revised 7/18/17

Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
Fields 37-46: Member refers to the patient for whom the charge or service was provided. For a claim to be paid, a member must be eligible as of the date of the service. Member information must correspond to OGB's eligibility transmission.						
37	*	UNIQUE MEMBER ID	A/N	8	535-542	THE MEMBER'S UNIQUE IDENTIFIER FROM THE STATE OF LOUISIANA'S ELIGIBILITY FEED.
38		MEMBER SSN	A/N	11	543-553	THE MEMBER'S SOCIAL SECURITY NUMBER - LEFT JUSTIFIED AND FILLED WITH SPACES TO THE RIGHT. NO DASHES. THE FOREIGN WORKER NUMBER, WHEN APPROPRIATE.
39	*	MEMBER FIRST NAME	A/N	40	554-593	THE FIRST NAME OF THE MEMBER (PATIENT)
40	*	MEMBER LAST NAME	A/N	40	594-633	THE LAST NAME OF THE MEMBER (PATIENT)
41	*	MEMBER SEX	A/N	1	634	THE GENDER OF THE MEMBER. F' = FEMALE; M' = MALE; U' = UNKNOWN
42	*	MEMBER DATE OF BIRTH	D	8	635-642	THE MEMBER'S DATE OF BIRTH. FORMAT - CCYYMMDD
43	*	MEMBER ZIP CODE	A/N	9	643-651	THE MEMBER'S FULL ZIP CODE, 5 OR 9 DIGITS AS AVAILABLE, NO DASHES.
Field 44: The relationship code will be consistent with that provided to Blue Cross in the daily eligibility transmission.						
44	*	RELATIONSHIP TO EMPLOYEE	A/N	2	652-653	THE RELATIONSHIP THIS MEMBER HAS TO THE CONTRACT HOLDER. '01' = EMPLOYEE/CONTRACT HOLDER '02' = SPOUSE '03' = OTHER DEPENDENTS
Fields 45-46: The following should relate directly to a check written to a member in the check register transmitted along with the month's claim file.						
45		MEMBER CHECK NUMBER	A/N	10	654-663	FOR PAID CLAIMS, THE NUMBER OF THE CHECK USED TO PAY THE MEMBER
46		MEMBER CHECK AMOUNT	N	15	664-678	THE AMOUNT ON THE MEMBER'S CHECK
FIELDS 47-57 AND 61-66: DIAGNOSIS AND PROCEDURE CODING WILL ADHERE TO ICD-9 STANDARD CODING. ONCE A PLAN AND SCHEDULE FOR TRANSITION TO ICD-10 CODING IS ESTABLISHED, DIAGNOSIS CODES AND PROCEDURE CODES WILL BE REVISITED TO PROVIDE OGB WITH AN ACCURATE REPRESENTATION OF THE CLINICAL ASPECTS OF THE CLAIM.						
47	*	PRIMARY DIAGNOSIS CODE	A/N	10	679-688	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE PRIMARY DIAGNOSIS FOR THE SERVICE PROVIDED
48		DIAGNOSIS CODE 2	A/N	10	689-698	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE SECOND DIAGNOSIS FOR THE SERVICE
49		DIAGNOSIS CODE 3	A/N	10	699-708	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE THIRD DIAGNOSIS FOR THE SERVICE
50		DIAGNOSIS CODE 4	A/N	10	709-718	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE FOURTH DIAGNOSIS FOR THE SERVICE
51		DIAGNOSIS CODE 5	A/N	10	719-728	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE FIFTH DIAGNOSIS FOR THE SERVICE

REQ: * indicates a required field

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Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
52		DIAGNOSIS CODE 6	A/N	10	729-738	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE SIXTH DIAGNOSIS FOR THE SERVICE
53		DIAGNOSIS CODE 7	A/N	10	739-748	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE SEVENTH DIAGNOSIS FOR THE SERVICE
54		DIAGNOSIS CODE 8	A/N	10	749-758	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE EIGHTH DIAGNOSIS FOR THE SERVICE
55		DIAGNOSIS CODE 9	A/N	10	759-768	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE NINTH DIAGNOSIS FOR THE SERVICE
56		ADMIT DIAGNOSIS CODE	A/N	10	769-778	FOR INPATIENT CLAIMS, THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE ADMIT DIAGNOSIS FOR THIS CLAIM
57	*	PROCEDURE CODE	A/N	10	779-788	THE ACTUAL PROCEDURE PERFORMED: - THE CPT PROCEDURE CODE ON HCFA FORMS - THE HCPCS PROCEDURE CODE ON UB92 FORMS - THE ADA PROCEDURE CODE ON DENTAL FORMS.
58		MODIFIER CODE 1	A/N	5	789-793	THE FIRST MODIFIER CODE ASSOCIATED WITH THE CPT/HCPC CODE ON A HCFA1500 CLAIM FORM
59		MODIFIER CODE 2	A/N	5	794-798	THE SECOND MODIFIER CODE ASSOCIATED WITH THE CPT/HCPC CODE ON A HCFA1500 CLAIM FORM
60		MODIFIER CODE 3	A/N	5	799-803	THE THIRD MODIFIER CODE ASSOCIATED WITH THE CPT/HCPC CODE ON A HCFA1500 CLAIM FORM
61		ICD9 PROCEDURE CODE 1	A/N	10	804-813	THE PRIMARY ICD9 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)
62		ICD9 PROCEDURE CODE 2	A/N	10	814-823	THE SECOND ICD9 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)
63		ICD9 PROCEDURE CODE 3	A/N	10	824-833	THE THIRD ICD9 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)
64		ICD9 PROCEDURE CODE 4	A/N	10	834-843	THE FOURTH ICD9 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)
65		ICD9 PROCEDURE CODE 5	A/N	10	844-853	THE FIFTH ICD9 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)
66		ICD9 PROCEDURE CODE 6	A/N	10	854-863	THE SIXTH ICD9 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)
67		RX DRUG CODE	A/N	11	864-874	FOR DRUGS ADMINISTERED, THE PRESCRIPTION DRUG CODE (NDC) FOR THE CLAIM LINE, FORMATTED 542, NO DASHES
Fields 68-69: The service provider must exist in the provider file transmitted along with the month's claim file.						
68	*	SERVICE PROVIDER ID	A/N	20	875-894	THE UNIQUE ID OF THE SERVICE PROVIDER ASSIGNED IN BLUE CROSS' CLAIMS PROCESSING SYSTEM.
69	*	NPI	A/N	10	895-904	THE SERVICE PROVIDER'S NPI

REQ: * indicates a required field

TYPE: A/N – Alphamumeric (or text) N – Numeric D – Date

Revised 7/18/17

Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
Fields 70-74: The pay-to provider must exist in the provider file transmitted along with the month's claim file.						
70	*	PAY-TO PROVIDER ID	A/N	20	905-924	THE UNIQUE ID OF THE PAY-TO PROVIDER ASSIGNED IN BLUE CROSS' CLAIMS PROCESSING SYSTEM. THIS MAY BE THE SAME ID LISTED FOR THE SERVICE PROVIDER IF A SEPARATE PAYMENT ENTITY IS NOT ESTABLISHED.
71	*	NETWORK INDICATOR	A/N	1	925	AT THE TIME OF SERVICE, THE PROVIDER'S STATUS: T = IN NETWORK; 'O' = OUT OF NETWORK
72		PAY-TO TAX ID	A/N	10	926-935	THE TAX ID NUMBER FOR THE PAY-TO ENTITY FOR THIS PROVIDER
Fields 73-74: The following should relate directly to a check written to a provider in the check register transmitted along with the month's claim file.						
73		PROVIDER CHECK NUMBER	A/N	10	936-945	FOR PAID CLAIMS, THE NUMBER OF THE CHECK USED TO PAY THE PROVIDER
74		PROVIDER CHECK AMOUNT	N	15	946-960	THE AMOUNT ON THE PROVIDER'S CHECK
75		OVERRIDE CODE	A/N	3	961-963	IDENTIFIES THAT THE APPROVER OVERRODE THE SYSTEM-GENERATED PAYMENT AMOUNT. IDENTIFIES THE REASON THE APPROVER OVERRODE THE SYSTEM (CLAIM RELATED TO DETOXIFICATION, PAY BENEFIT FROM CREDIT-RESERVE, REJECTED LINE ITEM, ETC.)
76		BENEFIT LEVEL CAUSE CODE	A/N	2	964-965	IDENTIFIES THE REASON THE PATIENT SOUGHT MEDICAL CARE BLANK=N/A 0=GENERAL SICKNESS 1=PSYCHIATRIC 2=NORMAL MATERNITY 3=EMERGENCY ILLNESS 4=ROUTINE CARE 5=COMPLICATIONS OF PREGNANCY 6=ALCOHOLISM AND DRUG ADDICTION A=ACCIDENT
77		DISCHARGE STATUS CODE	A/N	2	966-967	IDENTIFIES THE STATUS OF THE MEMBER'S INPATIENT STAY AS OF THE LAST SERVICE DATE ON THE CLAIM, RIGHT JUSTIFIED AND PREFIXED WITH ZERO

REQ: * indicates a required field

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Revised 7/18/17

Provider File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
Field 1: To simplify references, a provider may have more than one entry in the provider file. Specifically, a provider must be identified by services performed but may be paid as a separate entity from its identity as a service provider. Multiple entries may be caused by different addresses, tax requirements, and/or contractual responsibility to a group. Service providers are referenced in Fields 68 and 69 of Appendix A-1, Medical Claims File. Pay-to providers are referenced in Fields 70 through 74 of Appendix A-1.						
1	*	PROVIDER INTERNAL ID	A/N	20	1-20	THE UNIQUE ID FOR A SERVICE OR PAY-TO PROVIDER ASSIGNED BY BLUE CROSS IN CLAIMS PROCESSING
2	*	PROVIDER TAX ID	A/N	10	21-30	TAX ID OF THIS PROVIDER
3	*	NPI	A/N	10	31-40	THIS PROVIDER'S NATIONAL PROVIDER IDENTIFIER
4	*	PROVIDER DEA ID	A/N	10	41-50	THE FEDERAL DEA NUMBER OF THIS PROVIDER
Fields 5-8: A provider may refer to a physician, a facility, or another care provider. Either an office (Field 8) or a person (Fields 5-7) or both must be named in the following 4 fields.						
5		PROVIDER LAST NAME	A/N	40	51-90	THE LAST NAME FOR THIS PROVIDER
6		PROVIDER FIRST NAME	A/N	40	91-130	THE FIRST NAME FOR THIS PROVIDER
7		PROVIDER MIDDLE INITIAL	A/N	1	131	THE MIDDLE INITIAL FOR THIS PROVIDER
8		PROVIDER OFFICE NAME	A/N	40	132-171	THE OFFICE NAME, CORPORATION NAME, OR LOCATION NAME OF THE OFFICE THIS PROVIDER OFFERS SERVICES.
9	*	PROVIDER ADDRESS LINE1	A/N	40	172-211	LINE 1 OF THE STREET ADDRESS PORTION OF THIS PROVIDER'S ADDRESS.
10		PROVIDER ADDRESS LINE2	A/N	40	212-251	LINE 2 OF THE STREET ADDRESS PORTION OF THIS PROVIDER'S ADDRESS.
11	*	PROVIDER CITY	A/N	40	252-291	THE CITY PORTION OF THIS PROVIDER'S ADDRESS
12	*	PROVIDER STATE	A/N	2	292-293	THE STATE PORTION OF THIS PROVIDER'S ADDRESS
13	*	PROVIDER ZIP	A/N	9	294-302	THE ZIPCODE OF THIS PROVIDER'S ADDRESS, 5 OR 9 DIGITS AS AVAILABLE, NO DASHES.
14		PROVIDER UPIN	A/N	20	303-322	THE UNIVERSAL PROVIDER IDENTIFICATION NUMBER FOR THIS PROVIDER
15		PROVIDER MEDICARE ID	A/N	20	323-342	THE MEDICARE IDENTIFIER FOR THIS PROVIDER
Fields 16-19: Blue Cross will send initially and keep current a file of specialty codes and descriptions used in their claims processing to OGB						
16	*	PROVIDER SPECIALTY	A/N	10	343-352	THE CODE FOR THE PROVIDER'S PRIMARY SPECIALTY FROM THE BLUE CROSS SYSTEM.
17		PROVIDER SPECIALTY 2	A/N	10	353-362	A CODE FOR A PROVIDER'S SECONDARY SPECIALTY FROM THE BLUE CROSS SYSTEM.
18		PROVIDER SPECIALTY 3	A/N	10	363-372	A CODE FOR A PROVIDER'S SECONDARY SPECIALTY FROM THE BLUE CROSS SYSTEM.
19		PROVIDER SPECIALTY 4	A/N	10	373-382	A CODE FOR A PROVIDER'S SECONDARY SPECIALTY FROM THE BLUE CROSS SYSTEM.
20	*	PROVIDER TYPE	A/N	1	383	"F" – FACILITY, "P" – PHYSICIAN, "O" – OTHER, "Y" – PAY-TO, "G" – GROUP

REQ: * indicates a required field

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Check Register						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
Field 1: The check number should relate directly to the check number in the claim or claims paid by this check. This assumes that all claims for OGB members are paid from the same checking account. If this is not so, a separate account field will be required.						
1	*	CHECK NUMBER	A/N	10	1-10	THE NUMBER PRINTED ON THE CHECK
2	*	CHECK ISSUE DATE	A/N	8	11-18	DATE THE CHECK WAS ISSUED AS PAYMENT FORMAT- CCYYMMDD
Field 3: The amount of the check should equal the sum of the amounts on the claim or claims paid to the provider or member paid by this check.						
3	*	CHECK ISSUE AMOUNT	N	15	19-33	AMOUNT PAID BY THIS CHECK
4	*	PAYEE TYPE	A/N	1	34	'P' – PROVIDER, 'M' – MEMBER, 'O' – OGB
Field 5: If the check is to a provider, the provider ID must exist in Blue Cross' provider file transmitted with the check register. If the check is written to a member, the member ID must correspond to OGB's member ID provided in the related eligibility transmission to Blue Cross. Financial adjustments to payments from OGB to Blue Cross may or may not reference a distinct claim transaction. Payments to OGB by Blue Cross, if any, should reference the relevant line on the Blue Cross invoice.						
5	*	PAYEE ID	A/N	20	35-54	PROVIDER ID OR MEMBER ID TO WHOM THE CHECK WAS PAID. INVOICE LINE IF PAID TO OGB.

REQ: * indicates a required field

TYPE: A/N – Alphanumeric (or text) N – Numeric D – Date

Revised 7/18/17

Pharmacy Claims File					
No	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
1	RECORD IDENTIFIER	N	1	001-001	0=PROCESSOR RECORD
2	PROCESSOR NUMBER	N	10	002-011	THIS NUMBER IS ASSIGNED BY NCPDP TO IDENTIFY THE SOURCE OF THE TAPE, I.E. PHARMACY, WHOLESALE, HOSPITAL, SERVICE BUREAU, ETC.
3	BATCH NUMBER	N	5	012-016	THIS NUMBER IS ASSIGNED BY THE PROCESSOR. FORMAT=YYDDD YY=YEAR DDD=JULIAN DATE I.E. 92252=SEPT. 8, 1992
4	PROCESSOR NAME	A/N	20	017-036	PROCESSOR NAME
5	PROCESSOR ADDRESS	A/N	20	037-056	PROCESSOR ADDRESS
6	PROCESSOR LOCATION CITY	A/N	18	057-074	PROCESSOR CITY
7	PROCESSOR LOCATION STATE	A/N	2	075-076	PROCESSOR STATE
8	PROCESSOR ZIP CODE	A/N	9	077-085	PROCESSOR ZIP CODE, EXPANDED
9	PROCESSOR TELEPHONE NUMBER	N	10	086-095	TELEPHONE NUMBER FORMAT=AAAAEENNN AAA=AREA CODE EEE=EXCHANGE CODE NNNN=NUMBER
10	RUN DATE	A/N	8	096-103	DATE ON WHICH TAPE WAS GENERATED BY CARRIER FORMAT=CCYYMMDD
11	THIRD PARTY TYPE	A/N	1	104-104	TYPE OF CLAIM M=GOVERNMENT P=PRIVATE
12	VERSION/RELEASE NUMBER	N	2	105-106	A NUMBER TO IDENTIFY THE FORMAT OF THE TRANSACTION SENT OR RECEIVED
13	EXPANSION AREA	A/N	187	107-293	RESERVED FOR FUTURE NCPDP CONTINGENCIES
14	UNIQUE FREE FORM	A/N	415	294-708	FILLER

REQ: * indicates a required field

TYPE: A/N – Alphanumeric (or text) N – Numeric D – Date

Revised 7/18/17

Pharmacy Claims File					
N C	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
1	RECORD IDENTIFIER	N	1	001-001	2=PHARMACY RECORD
2	PROCESSOR NUMBER	N	10	002-011	THIS NUMBER IS ASSIGNED BYNCPDP TO IDENTIFY THE SOURCE OF THE TAPE, I.E. PHARMACY, WHOLESALER, HOSPITAL, SERVICE BUREAU, ETC.
3	BATCH NUMBER	N	5	012-016	THIS NUMBER IS ASSIGNED BY THE PROCESSOR. FORMAT=YYDDD YY=YEAR DDD=JULIAN DATE I.E. 92252=SEPT. 8, 1992
4	PHARMACY NUMBER	A/N	12	017-028	ID ASSIGNED TO A PHARMACY
5	PHARMACY NAME	A/N	20	029-048	NAME OF PHARMACY
6	PHARMACY ADDRESS	A/N	20	049-068	ADDRESS OF PHARMACY
7	PHARMACY LOCATION CITY	A/N	18	069-086	CITY OF PHARMACY
8	PHARMACY LOCATION STATE	A/N	2	087-088	STATE OF PHARMACY
9	PHARMACY ZIP CODE	A/N	9	089-097	ZIP CODE OF PHARMACY EXPANDED
1 0	PHARMACY TELEPHONE NUMBER	A/N	10	098-107	TELEPHONE NUMBER OF PHARMACY
1 1	EXPANSION AREA	A/N	211	108-318	RESERVED FOR FUTURE NCPDP CONTINGENCIES
1 2	UNIQUE FREE FORM	A/N	390	319-708	FILLER

REQ: * indicates a required field

TYPE: A/N – Alphanumeric (or text) N – Numeric D – Date

Revised 7/18/17

Pharmacy Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
1	RECORD IDENTIFIER	N	1	1-1	4=CLAIM RECORD
2	PROCESSOR NUMBER	N	10	2-11	THIS NUMBER IS ASSIGNED BY NCPDP TO IDENTIFY THE SOURCE OF THE TAPE, I.E. PHARMACY, WHOLESALER, HOSPITAL, SERVICE BUREAU, ETC.
3	BATCH NUMBER	N	5	12-16	THIS NUMBER IS ASSIGNED BY THE PROCESSOR. FORMAT=YYDDD YY=YEAR DDD=JULIAN DATE I.E. 92252=SEPT. 8, 1992
4	PHARMACY NUMBER	A/N	12	17-28	ID ASSIGNED TO A PHARMACY
5	PRESCRIPTION NUMBER	A/N	7	29-35	
6	DATE FILLED	A/N	8	36-43	DISPENSING DATE OF RX FORMAT=CCYYMMDD
7	NDC NUMBER	N	11	44-54	FOR LEGEND COMPOUNDS USE: 9999999999 SCHEDULE II: 9999999992 SCHEDULE III: 9999999993 SCHEDULE IV: 9999999994 SCHEDULE V: 9999999995 COMPOUNDS: 9999999996
8	DRUG DESCRIPTION	A/N	30	55-84	LABELNAME
9	NEW/REFILL CODE	N	2	85-86	00=NEW PRESCRIPTION 01-99=NUMBER OF REFILLS
10	METRIC QUANTITY	N	6	87-92	NUMBER OF METRIC UNITS OF MEDICATION DISPENSED (LEADING SIGN IF NEGATIVE)
11	DAYS SUPPLY	N	4	92-96	ESTIMATED NUMBER OF DAYS THE PRESCRIPTION WILL LAST
12	BASIS OF COST DETERMINATION	A/N	2	97-98	01=AWP (contracted network discount) 06=MAC 07=USUAL AND CUSTOMARY Required field when not an adjustment
13	INGREDIENT COST	N	10	99-108	COST OF THE DRUG DISPENSED. FORMAT-All financial fields should be 10 characters long, zero filled, with an explicit decimal point and

REQ: * indicates a required field

TYPE: A/N - Alphanumeric (or text) N - Numeric D - Date

Revised 7/18/17

Pharmacy Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
					leading sign only when negative Example: 123.45 would be expressed as "0000123.45" -123.45 would be expressed as "-000123.45"
14	DISPENSING FEE SUBMITTED	N	10	109-118	FORMAT-All financial fields should be 10 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "0000123.45" -123.45 would be expressed as "-000123.45"
15	CO-PAY AMOUNT	N	10	119-128	CORRECT CO-PAY FOR PLAN BILLED FORMAT-All financial fields should be 10 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "0000123.45" -123.45 would be expressed as "-000123.45"
16	SALES TAX	N	10	129-138	SALES TAX FOR THE PRESCRIPTION DISPENSED FORMAT-All financial fields should be 10 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "0000123.45" -123.45 would be expressed as "-000123.45"
17	AMOUNT BILLED	N	10	139-148	THE PROVIDER'S USUAL AND CUSTOMARY AMT FORMAT-All financial fields should be 10 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "0000123.45" -123.45 would be expressed as "-000123.45"
18	PATIENT FIRST NAME	A/N	12	149-160	FIRST NAME OF PATIENT
19	PATIENT LAST NAME	A/N	15	161-175	LAST NAME OF PATIENT
20	DATE OF BIRTH	A/N	8	176-183	DATE OF BIRTH OF PATIENT FORMAT=CCYYMMDD
21	SEX CODE	A/N	1	184-184	0=NOT SPECIFIED 1=MALE 2=FEMALE

REQ: * indicates a required field

TYPE: A/N – Alphanumeric (or text) N – Numeric D – Date

Revised 7/18/17

Pharmacy Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
23	EMPLOYEE SSN	A/N	9	185-193	
24	OGB Internal Id-	A/N	8	194-201	See Appendix E (Eligibility File) Field number-33
25	FILLER	A/N	1	202-202	
26	RELATIONSHIP CODE	A/N	1	203-203	1=CARDHOLDER 2=SPOUSE 3=CHILD 4=OTHER
27	GROUP NUMBER	A/N	15	204-218	ID ASSIGNED TO CARDHOLDER GROUP OR EMPLOYER GROUP
28	PRESCRIBER ID	A/N	10	219-228	IDENTIFICATION ASSIGNED TO THE PRESCRIBER
29	DIAGNOSIS CODE	A/N	6	229-234	ICD-9 STANDARD DIAGNOSIS CODES
30	Document number	A/N	15	235-249	
30	FILLER	A/N	12	250-261	
31	RESUBMISSION CYCLE COUNT	A/N	2	262-263	0 = ORIGINAL SUBMISSION 1 = FIRST RE-SUBMISSION 2 = SECOND RE-SUBMISSION
32	DATE PRESCRIPTION WRITTEN	A/N	8	264-271	DATE PRESCRIPTION WAS WRITTEN
33	DISPENSE AS WRITTEN (DAW)/PRODUCT SELECTION CODE	A/N	1	272-272	0 = NO PRODUCT SELECTION INDICATED 1 = SUBSTITUTION NOT ALLOWED BY PRESCRIBER 2 = SUBSTITUTION ALLOWED - PATIENT REQUESTED PRODUCT DISPENSED 3 = SUBSTITUTION ALLOWED PHARMACIST SELECTED PRODUCT DISPENSED 4 = SUBSTITUTION ALLOWED - GENERIC DRUG NOT IN STOCK 5 = SUBSTITUTION ALLOWED - BRAND DRUG DISPENSED AS A GENERIC 6 = OVERRIDE 7 = SUBSTITUTION NOT ALLOWED - BRAND DRUG MANDATED BY LAW 8 = SUBSTITUTION ALLOWED - GENERIC DRUG NOT AVAILABLE IN MARKETPLACE 9 = OTHER
34	ELIGIBILITY CLARIFICATION CODE	A/N	1	273-273	CODE INDICATING THAT THE PHARMACY IS CLARIFYING ELIGIBILITY BASED ON DENIAL

REQ: * indicates a required field

TYPE: A/N – Alphanumeric (or text) N – Numeric D – Date

Revised 7/18/17

Pharmacy Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
					0 = NOT SPECIFIED 1 = NOT OVERRIDE 2 = OVERRIDE 3 = FULL TIME STUDENT 4 = DISABLED DEPENDENT 5 = DEPENDENT PARENT
35	COMPOUND CODE	A/N	1	274-274	CODE INDICATING WHETHER OR NOT THE PRESCRIPTION IS A COMPOUND 0=NOT SPECIFIED 1=NOT A COMPOUND 2=COMPOUND
36	NUMBER OF REFILLS AUTHORIZED	N	2	275-276	NUMBER OF REFILLS AUTHORIZED BY PRESCRIBER
37	DRUG TYPE	A/N	1	277-277	CODE TO INDICATE THE TYPE OF DRUG DISPENSED (Must be specified (1-3) if an amount is paid) 0=Not Specified 1=SINGLE SOURCE BRAND 2=BRANDED GENERIC 3=GENERIC 4=O.T.C. (OVER THE COUNTER)
38	PRESCRIBER LAST NAME	A/N	15	278-292	PRESCRIBER LAST NAME
39	POSTAGE AMOUNT CLAIMED	N	4	293-296	DOLLAR AMOUNT OF POSTAGE CLAIMED FORMAT- Field should be 4 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 1.23 would be expressed as "01.23" -1.23 would be expressed as "-1.23"
40	UNIT DOSE INDICATOR	A/N	1	297-297	CODE INDICATING THE TYPE OF UNIT DOSE DISPENSING DONE 0=NOT SPECIFIED 1=NOT UNIT DOSE 2=MANUFACTURER UNIT DOSE 3=PHARMACY UNIT DOSE
41	OTHER PAYOR AMOUNT	N	6	298-303	DOLLAR AMOUNT OF PAYMENT KNOWN BY THE PHARMACY FROM OTHER SOURCES FORMAT=positive 123.56 negative -12.45
42	FILLER	A/N	35	304-338	RESERVED FOR FUTURE NCPDP

REQ: * indicates a required field

TYPE: A/N – Alphanumeric (or text) N – Numeric D – Date

Revised 7/18/17

Pharmacy Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
					CONTINGENCIES
43	CONTRACT SSN	A/N	9	339-347	(Contract Holder's SSN)
44	COVERED AMOUNT	N	10	348-357	FORMAT-All financial fields should be 10 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "0000123.45" -123.45 would be expressed as "-000123.45"
45	PAID AMOUNT	N	10	358-367	FORMAT-All financial fields should be 10 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "0000123.45" -123.45 would be expressed as "-000123.45"
46	PAID DATE	A/N	8	368-375	Date of payment FORMAT = CCYYMMDD
47	FILLER	A/N	2	376-377	Spaces
48	Prescribe First Name	A/N	15	378-392	
49	Prescribe Last Name	A/N	25	393-417	
50	Prescribe MI	A/N	1	418-418	
51	Prescribe Address-1	A/N	55	419-473	
52	Prescribe Address-2	A/N	55	474-528	
53	Prescribe City	A/N	20	529-548	
54	Prescribe State	A/N	2	549-550	
55	Prescribe Zip Code	A/N	10	551-560	
56	GPI Number	N	14	561-574	
57	Care Facility	A/N	6	575-580	
58	Care Qualifier	A/N	10	581-590	
59	Care From Date	N	7	591-597	
60	Care Thru Date	N	7	598-604	
61	Family ID	A/N	20	605-624	
62	Alternate Insurance ID	A/N	10	625-634	
63	Submitted PA Type	N	1	635-635	
64	Submitted PA Number	A/N	11	636-646	
65	Member PA Number	A/N	11	647-657	
66	Member PA Reason Code	A/N	2	658-659	
67	Therapeutic Class Code	N	6	660-665	
68	Therapeutic Class Name	A/N	25	666-690	
69	RxClaim #	N	15	691-705	

REQ: * indicates a required field

TYPE: A/N – Alphanumeric (or text) N – Numeric D – Date

Revised 7/18/17

Pharmacy Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
70	Claim Sequence #	N	3	706-708	
71	Medicare D Eligible Indicator	A/N	1	709-709	Y = Medicare D eligible N = NOT Medicare D eligible
72	Date Processed	N	8	710-717	Format YYYYMMDD
73	Time Processed	N	6	718-723	Format HHMMSS
74	Diabetic Sense Vendor Indicator	A/N	1	724-724	
75	Mail Order Indicator	A/N	1	725-725	If Mail Order then Y, else N
76	Brand/Generic Indicator	A/N	1	726-726	M=multi-source brand no generic equivalent O=multi-source brand generic equivalent avail. N=single-source brand Y=generic
77	Brand/Generic Override	A/N	1	727-727	M=multi-source brand no generic equivalent O=multi-source brand generic equivalent avail. N=single-source brand Y=generic
78	Claim Origin	A/N	1	728-728	values: T = Electronic B = Batch M = Manual
79	Retrospective DUR Program	A/N	1	729-729	Run-time parameter: values Y/N
80	Quantity Limit Program	A/N	1	730-730	Run-time parameter: values Y/N
81	Prior Authorization Program	A/N	1	731-731	Run-time parameter: values Y/N
82	Therapeutic Interchange Program	A/N	1	732-732	Run-time parameter: values Y/N
83	Decimal Qty	N	13	733-745	Format -9.999;
84	Cost Type Unit Cost	N	14	746-759	Format 9.99999; will contain unit cost or cost type (AWP, MAC)
85	Cost Basis	A/N	10	760-769	values: SD = Submitted Drug Cost SM = Submitted Amount Due U = Usual and Customary AWP = Average Wholesale Price HCFA = HCFA MAC MAC* = Catalyst RX MAC price
86	Avg Wholesale Price Unit	N	14	770-783	Format 9.99999
87	DMR Method/Cust Location	A/N	2	784-785	Added to indicate if DMR pricing is used: 91 indicates DMR is submitted value less copy, 94 indicates adjustment, 93 indicates pass thru rate less copy

REQ: * indicates a required field

TYPE: A/N – Alphanumeric (or text) N – Numeric D – Date

Revised 7/18/17

Disease Management Participation All data left justified				
NO	FIELD NAME	LEN	LOC	DESCRIPTION
1	Patient Record ID	08	01-08	OGB Member Internal ID (1-8)
2	filler	42	09-50	Spaces
3	Relation Code	02	51-52	Relationship to Subscriber 01 – subscriber 02 – spouse 03 – dependent
4	filler	28	53-80	Spaces
5	Birth Date	08	81-88	Birth Date (CCYYMMDD)
6	Gender	01	89-89	Gender Code M – Male F – Female
7	First Name	15	90-104	Patient First Name
8	filler	35	105-139	Spaces
9	Middle Initial	01	140-140	Patient Middle Initial
10	Filler	49	141-189	Spaces
11	Last Name	20	190-209	Patient Last Name
12	Product Type	30	210-239	HMO, PPO, etc
13	Last Coaching Date	08	240-247	CCYYMMDD
14	Heart Disease	01	248-248	Condition Indicator
15	Diabetes	01	249-249	Condition Indicator
16	CHF	01	250-250	Condition Indicator
17	COPD	01	251-251	Condition Indicator
18	Asthma	01	252-252	Condition Indicator
19	File Creation Date	08	253-260	CCYYMMDD

REQ: * indicates a required field

TYPE: A/N – Alphanumeric (or text) N – Numeric D – Date

Revised 7/18/17

Eligibility File					
N O	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
1	Contract Holder's SSN	A/N	9	001-009	Holder SSN
2	Member Last Name	A/N	20	010-029	Member Last Name
3	Member First Name	A/N	15	030-044	Member First Name
4	Member Middle Initial	A/N	1	045-045	Member Middle Initial
5	Address 1	A/N	35	046-080	Address Line 1
6	Address 2	A/N	35	081-115	Address Line 2
7	City	A/N	30	116-145	City
8	State	A/N	2	146-147	State
9	Zip Code	A/N	13	148-160	Zip Code
10	Birth Date	A/N	8	161-168	CCYYMMDD
11	Plan Effective Date	A/N	8	169-176	CCYYMMDD- earliest effective date of uninterrupted Coverage within Blue Cross Plan
12	Termination Date	A/N	8	177-184	CCYYMMDD- Blank if active
13	Client / Agency Code	A/N	8	185-192	Code Client /Agent
14	Sub Client / Section of Agency	A/N	4	193-196	Sub Client or Section Agency
15	Type of Coverage	A/N	1	197-197	"e" – member only "c" – member and child(ren) "s" – member and spouse "f" – family (Populated on all records)
16	Medicare A Primary Effective Date	A/N	8	198-205	CCYYMMDD(can be blank)
17	Medicare B Primary Effective Date	A/N	8	206-213	CCYYMMDD(can be blank)
18	Sex Code	A/N	1	214-214	Male or Female(M/F)
19	Student Date	A/N	8	215-222	BLANK
20	Relation Code	A/N	2	223-224	01 – Enrollee 02 – Spouse 03 – Children 04 – Student
21	Transaction Date	A/N	8	225-232	CCYYMMDD
22	Agency Employment Date	A/N	8	233-240	CCYYMMDD
23	Portability Date	A/N	8	241-248	CCYYMMDD- Pre-existing Condition Ending
24	Member Phone Number	A/N	12	249-260	(Populated on all records)

REQ: * indicates a required field

TYPE: A/N – Alphanumeric (or text) N – Numeric D – Date

Revised 7/18/17

Eligibility File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
25	Retirement Indicator	A/N	1	261-261	03/01/2015 Retirement Indicator 'A'-Retired Before 03/01/2015 'B'-Retired 03/01/2015 or After Blank- Not Retired
26	Handicapped indicator	A/N	1	262-262	"Y" = Yes "N" = No
27	Marriage Date	A/N	8	263-270	CCYYMMDD(can be blank)
28	HIC Number	A/N	12	271-282	Medicare card number.
29	COB DATE	A/N	8	283-290	CCYYMMDD- Beginning coverage by other carrier not including Medicare.
30	Medicare Primary	A/N	1	291-291	"Y" = Yes "N" = No
31	Member SSN	A/N	9	292-300	Member SSN
32	Filler	A/N	1	301-301	Blanks
33	Agency Change Date	A/N	8	302-309	CCYYMMDD- earliest effective date of uninterrupted Coverage within BlueCross/Agency
34	Member Record-ID	A/N	8	310-317	OGB Internal ID
35	Billing Rate Table(On Subscriber Only)	A/N	2	318-319	AC - active CB - cobra CD - cobra disability CP - cobra part-time CS - cobra subsidy D1 - Sponsored Dependent 1 on Medicare DN - Sponsored Dependent No Medicare R1 - retired Medicare 1 R2 - retired Medicare 2 RN - retired no Medicare E1 - Early Retirement 1 On Medicare E2 - Early Retirement 2 On Medicare EN - Early Retirement None On Medicare

REQ: * indicates a required field

TYPE: A/N - Alphanumeric (or text) N - Numeric D - Date

Revised 7/18/17

Eligibility File					
N O	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
					This Field is always blank for dependents
36	Shared Accumulator OGB Record ID	A/N	9	320-328	Contains the 8 digit Record ID for Shared Accumulators
37	Claim Payment Stop Date	A/N	8	329-336	CCYYMMDD
38	Lifetime Accum	N	10	337-346	99999999.99 Leading spaces: Sum of Drugs, Medical, Mental Health & DME claims paid
39	Drug Accum	N	10	347-356	99999999.99 Leading spaces: Sum of Drug claims paid Included in Lifetime accum
40	Mental Health Accum	N	10	357-366	99999999.99 Leading spaces: Sum of Mental Health claims paid. Included in Lifetime accum
41	Country Code	A/N	2	367-368	Values: available on request
42	Pre-existing Start Date	A/N	8	369-376	CCYYMMDD- Pre-existing Condition Start Date
43	Coverage Level Effective Date	A/N	8	377-384	CCYYMMDD- Earliest Eff Date of Uninterrupted Coverage Within Blue Cross/Coverage Level
44	Rate Table Effective Date	A/N	8	385-392	CCYYMMDD- Earliest Eff Date of Uninterrupted Coverage Within Blue Cross/Rate Table
45	Product	A/N	5	393-397	Magnolia Local New Orleans- MAGBC Magnolia Local Baton Rouge- MAGCB Magnolia Local Shreveport- MAGCB Magnolia Local Plus-HMO Magnolia Open Access- PPO Pelican HAS 775- CDHP Pelican HRA 1000- HRA
46	Retiree 100 Effective Date	A/N	8	398-405	Retiree 100 Effective Date (CCYYMMDD)
47	Retiree 100 Termination Date	A/N	8	406-413	Retiree 100 Termination Date (CCYYMMDD)
48	Medicare A Effective Date	A/N	8	414-421	CCYYMMDD(can be blank)
49	Medicare A Termination Date	A/N	8	422-429	CCYYMMDD(can be blank)
50	Medicare B Effective Date	A/N	8	430-437	CCYYMMDD(can be blank)
51	Medicare B Termination Date	A/N	8	438-445	CCYYMMDD(can be blank)
52	Medicare A Primary Termination Date	A/N	8	446-453	CCYYMMDD(can be blank)

REQ: * indicates a required field

TYPE: A/N – Alphamumeric (or text) N – Numeric D – Date

Revised 7/18/17

Eligibility File					
N O	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
53	Medicare B Primary Termination Date	A/N	8	454-461	CCYYMMDD(can be blank)
54	Survivor Type	A/N	2	462-463	SP(Spouse) DP(Dependent). This field applies for Survivors R??SV in Client OR 95 in Sub Client

REQ: * indicates a required field

TYPE: A/N – Alphanumeric (or text) N – Numeric D – Date

Revised 7/18/17

NON-COBRA ADMINISTRATIVE FEE BILLING FILE					
No	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
1	Invoice Date	N	8	001-008	CCYYMMDD
2	Enrollee SSN	N	9	009-017	SOCIAL SECURITY NUMBER
3	Enrollee Last Name	A	20	018-037	Last Name
4	Enrollee First Name	A	20	038-057	First Name
5	Enrollee Middle Initial	A	1	058-058	Initial
6	Enrollee Coverage Type	A	2	059-060	"EE"-Employee Only "ES"-Employee and Spouse "EC"-Employee and Child(ren) "FM"-Family
7	Rate Table Code	A	2	061-062	"AC"- Active "CB"- Cobra "CD"- Cobra Disability "CP"- Cobra Part-Time "R1"- Retired Medicare 1 "R2"- Retired Medicare 2 "RN"- Retired No Medicare This Field is always blank for dependents
8	Billing OR Coverage	N	8	063-070	CCYYMMDD
9	Premium Amount	N	10	071-080	Administrative Fee Amount
10	Record ID	N	8	081-088	OGB Internal Record ID
11	Product	N	5	089-094	PPO=PPO, HMO=HMO, OGBMOA=MAGNO- OPEN, OGBML=MAGNO-LOCAL, OGBMLP =MAGNO-PLUS, OGBHSA=HAS, OGBHRA=HR

REQ: * indicates a required field

TYPE: A/N – Alphanumeric (or text) N – Numeric D – Date

Revised 7/18/17

COBRA ADMINISTRATIVE FEE BILLING FILE					
No	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
1	Invoice Date	N	8	001-008	CCYYMMDD
2	Enrollee SSN	N	9	009-017	SOCIAL SECURITY NUMBER
3	Enrollee Last Name	A	20	018-037	Last Name
4	Enrollee First Name	A	20	038-057	First Name
5	Enrollee Middle Initial	A	1	058-058	Initial
6	Enrollee Coverage Type	A	2	059-060	"EE"-Employee Only "ES"-Employee and Spouse "EC"-Employee and Child(ren) "FM"-Family
7	Blanks	A	2	061-062	Blanks
8	Billing OR Coverage	N	8	063-070	CCYYMMDD
9	Premium Amount	N	10	071-080	Administrative Fee Amount
10	Record ID	N	8	081-088	OGB Internal Record ID
11	Product	N	5	089-094	PPO=PPO, HMO=HMO, OGBMOA=MAGNO- OPEN, OGBML=MAGNO-LOCAL, OGBMLP =MAGNO-PLUS, OGBHSA=HAS, OGBHRA=HR

REQ: * indicates a required field

TYPE: A/N – Alphanumeric (or text) N – Numeric D – Date

Revised 7/18/17

CLAIMS PAID AFTER TERMED OR STOP PAYMENT DATE					
No	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
1	CLAIM NUMBER		15	001-015	
2	Total Charge		10	016-025	Decimal + 2 decimal places. If negative the sign will be immediately to the left of the number
3	Total Paid Amount		10	026-035	Decimal + 2 decimal places. If negative the sign will be immediately to the left of the number
4	Provider Name		30	036-065	
5	Date of Service From		8	066-073	CCYYMMDD
6	Term/Stop Sent Date		8	074-081	CCYYMMDD
7	Paid Date		8	082-089	CCYYMMDD
8	Family SSN		9	090-098	
9	Relation Code		2	099-100	01-Enrollee 02-Spouse 03-Dependent 05-Grandchild 17-Stepchild 24-Dep Child of a Dep Child
	Patient First Name		15	101-115	
	Term/Stop Date		8	116-123	CCYYMMDD
	Term/Stop Flag		1	124-124	T-Term, H-Stop

REQ: * indicates a required field

TYPE: A/N – Alpha/numeric (or text) N – Numeric D – Date

Revised 7/18/17

REVISED 07/18/2017- Took out BANCORP Files and Layouts and Added COBRA ADMIN FEE File and Layouts

REQ: * indicates a required field

TYPE: A/N – Alphanumeric (or text) N – Numeric D – Date

Revised 7/18/17

STATE OF LOUISIANA

On this 20th day of October, 2015, the State of Louisiana, Division of Administration, Office of Group Benefits, 1201 N. 3rd Street, Suite G-159, Baton Rouge, LA 70802, hereinafter sometimes referred to as the "OGB", and Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana and its subsidiary HMO Louisiana, Inc., 5525 Reitz Avenue, Baton Rouge, Louisiana 70809-3802, hereinafter sometimes collectively referred to as the "Contractor," do hereby enter into a Contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

The Contractor shall provide administrative services to support the self-funded medical plans offered by the Office of Group Benefits. These services shall include, at a minimum, all services specified in Attachment I: Scope of Services.

1.2 STATEMENT OF WORK

The Contract consists of the following:

- Attachment I: Scope of Services
- Attachment II: Rate Schedule
- Attachment III: HIPAA Business Associate Addendum
- Attachment IV: File Layout and Specifications
- Attachment V: Record Retention Schedule
- Attachment VI: Destruction and Imaging System Survey Compliance
- Attachment VII: Blue Cross Blue Shield of Louisiana / State of Louisiana Office of Group Benefits Subrogation and Workers' Compensation Process and Procedures

1.3 GOALS AND OBJECTIVES

The goals and objectives of this Contract are as follows:

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

1.4 PERFORMANCE MEASURES

The Contractor's performance will be measured against the criteria in Attachment I.

1.5 MONITORING PLAN

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

1. The Contractor will submit various monthly, quarterly, semi-annual and annual reports to the Contract Supervisor as specified in Attachment I.
2. The Contract Supervisor will work to ensure all deliverables are submitted timely and perform subsequent review and acceptance.

3. The Contract Supervisor will provide oversight of the implementation of the Scope of Services to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of OGB.

1.6 PROJECT MANAGEMENT

Project management is as follows:

- A. **Account Management Team.** Contractor will provide account management resources to OGB for the duration of the engagement. These resources will include a dedicated Account Management Team, including a Strategic Account Lead, Account Operations Manager, Project Manager, Customer Service Manager, Clinical Program Manager, and Analytics and Data Lead. The Project Manager will have at least one (1) back-up staff member to handle the overall responsibility of the OGB program. Contractor will also provide contact information for key team members within implementation, reporting and analytics, Claims, billing, contract management, disease and case management, subrogation and appeals to ensure all issues can be resolved as quickly as possible. New OGB Account Management Team members (Strategic Account Lead, Account Operations Manager, Project Manager, Customer Service Manager, Clinical Program Manager, and Analytics and Data Lead) working directly with OGB will be reviewed by OGB in advance of their appointment to the service team.
- B. **Substitution of Key Personnel.** When possible, Contractor will give OGB a minimum of thirty (30) days advance notice of any changes in OGB's Account Management Team, and a description of training requirements for new team members. Reasonable exceptions would apply in situations beyond the Contractor's control (e.g. resignation/termination with less than 30 days' notice). OGB reserves the right to request changes to the Account Management Team.
- C. **Account Management Team Support.** The Account Management Team will provide support around account strategy, issue resolution, reporting and other requested projects and deliverables. Contractor will provide an annual service cycle plan as well as an ongoing task log with timelines for all deliverables and weekly status update meetings either in person or via teleconference. In addition to these meetings, OGB may request on-site meetings and assistance during peak times of the year such as annual or any special enrollment periods.
- D. **Meetings.** The Account Management Team will be available for weekly status update meetings with OGB either in person or via teleconference. OGB may also request ad-hoc on-site meetings with limited notice as needed during peak times of the year such as annual enrollment or any special enrollment periods. Contractor and OGB will meet monthly with senior teams for strategic planning and program development to ensure all parties are in alignment with ongoing tasks and new initiatives.
- E. **Documentation.** Contractor will develop a project management process which includes, but not limited to, response timing and procedures and issue escalation as well as a documented internal quality control process to ensure effective and accurate

administration of OGB's self-insured medical plans. Contractor will also maintain an ongoing issues log. The processes and procedures are subject to OGB's review.

- F. **Coordination with other OGB Vendor(s).** Contractor will coordinate and cooperate with OGB's other administrative services provider(s) for OGB's self-insured medical plans and the integration of information to or from other service providers relative to the services addressed in this Contract.

1.7 DELIVERABLES

The Contract will be considered complete when Contractor has delivered and OGB has accepted all deliverables specified in the Contract.

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

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

2 DEFINITIONS

Account Management Team – Contractor's staff assigned to OGB shall include a Strategic Account Lead, Account Operations Manager, Project Manager, Customer Service Manager, Clinical Program Manager, and Analytics and Data Lead.

Alternate Recipient – Denotes the Primary Plan Participant(s) in a group health plan who is ordered under a medical support order to provide health insurance on behalf of a child.

Benefit Plan – Denotes the covered benefits provided to Plan Participants as defined by the Plan offered by OGB.

Claim(s) – Denotes covered benefit Claims processed through an online Claims adjudication system or otherwise sent to and processed by Contractor.

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

Confidential Information – Denotes data and information that requires protection because of its sensitivity. This includes, but is not limited to, information such as financial information and Protected Health Information.

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

Plan Document – Denotes a formal self-insured program for specified health benefits offered by OGB.

Plan Participant(s) – Denotes the person(s) who are entitled to benefits through OGB as identified in the eligibility data file prepared, maintained and as determined by OGB, and delivered to the Contractor.

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

Proposal – Denotes a response to a request for proposals.

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

RFP – Denotes a request for proposals.

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

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

3 ADMINISTRATIVE REQUIREMENTS

3.1 TERM OF CONTRACT

This Contract shall become effective on January 1, 2016 and shall end on December 31, 2018. With all proper approvals and concurrence with the Contractor, OGB 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. Subsequent to the extension of the Contract beyond the initial thirty-six (36) month term, all prior approvals as required by law shall be obtained. Written evidence of such approval shall be submitted, along with the Contract amendment to the appropriate state office to extend the Contract term beyond the initial three (3)-year term. The term of the Contract with any extensions shall not exceed five (5) years.

Notwithstanding any other provision of this Contract, this Contract and any amendments thereof shall not become effective until approved as required by statutes and regulations of the State of Louisiana.

3.2 OGB FURNISHED RESOURCES

OGB shall appoint a Contract Supervisor for this Contract who will provide oversight of the activities conducted hereunder. The assigned Contract Supervisor shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract. OGB will be responsible for providing the items specified in Attachment IV: File Layout and Specifications.

3.3 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is 23-7384555.

OGB shall reimburse the Contractor for any taxes, charges, or fees which may be assessed against the Contractor by any governmental entity for providing any service or benefits to OGB, as set forth under the Plan or this Contract, with the exception of income taxes owed by the Contractor. In the event that the reimbursement of any Benefits of Plan Participants in connection with this Contract is subject to tax reporting requirements, OGB is responsible for complying with these requirements.

3.4 PAYMENT TERMS

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of \$3,000,000,000.00 (Three Billion Dollars). Payments are predicated upon successful completion and written approval by OGB of the described services and deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract. **No payments will be made by OGB on banking, State holidays.** Payments will be made via check or wire transfer after written approval of the invoice by OGB's Chief Executive Officer, or his/her designee. Contractor shall notify the Contract Supervisor in writing when seventy-five (75%) percent of the maximum Contract amount has been expended.

3.4.1 CLAIMS PAYMENTS

OGB will not provide advance funding for payment of Claims. The Contractor shall submit weekly invoices for reimbursement of Claims no later than 2:00 p.m. on the established billing day, with an accompanying electronic check register (Claims disbursements) file, showing all paid Claims. Separate invoices shall be prepared with respect to Claims provided for each Plan offering and shall identify on each invoice the portion applicable to active and retiree Plan Participants. The total of Claims paid on the invoice shall reconcile with the total of Claims paid on the electronic check register. Upon validation of each Claims invoice, OGB shall render payment of undisputed amounts within two (2) business days. If the invoice(s) and electronic check register(s) do not reconcile, payment of the applicable invoice will be made within two (2) business days of successful reconciliation. If OGB questions the amount of an invoice, OGB will notify Contractor of its questions

regarding said amount, and Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

3.4.2 ADMINISTRATIVE FEES

In addition to the Claims invoices referenced above, Contractor will invoice OGB monthly for payment of administrative fees within five (5) business days after the end of each month. The amount of administrative fees paid will be based upon the number of Primary Plan Participants as determined by OGB's eligibility system using the rate specified in Attachment II: Rate Schedule. Monthly administrative fees will be charged following the month in which service is provided. Upon validation of the invoice for administrative fees, OGB shall render payment of undisputed amounts within thirty (30) days.

3.4.3 SUSPENSION OF ADMINISTRATIVE SERVICES AND/OR CLAIMS PAYMENTS

a. In the event that OGB fails to remit the monthly administrative fee and/or the weekly claim reimbursement billing as specified herein, the Contractor shall advise OGB of the outstanding administrative fees and/or claims reimbursement billings and OGB shall resolve the matter.

b. If OGB is unable to resolve the matter in a manner satisfactory to the Contractor, the Contractor will undertake the following tasks to suspend administrative services and/or payment of claims:

1. The Contractor's Customer Service department will direct all inquiries relating to the processing of OGB's claims to OGB for response.

2. The Contractor's Provider Inquiry department will respond to all inquiries relating to the processing of OGB's claims, with information that the Contractor has suspended administrative services and/or processing of claims for OGB and shall direct all further inquiries to OGB for response.

3. The Contractor's claims processing systems shall suspend processing activities for OGB. Processing activities include, but are not limited to:

- a) Data entry of hard copy claim filings from any source.
- b) System input of electronically submitted claims.
- c) Pre-certification of hospital admissions.
- d) Case management approvals for treatment plans in progress.
- e) Production of payment checks, Explanation of Benefits letters and associated mailings.
- f) Processing of OGB's Participant eligibility information.
- g) Production and/or distribution of informational reports.

c. The suspension of services and claims payments shall remain in effect until all outstanding and due fees and claims reimbursements are paid in full.

d. In the event of suspension of administrative services as discussed above, OGB shall be solely responsible for notifying its Plan Participants of the suspension of administrative services. However, in the event of suspension of claims payments and/or termination of this Contract, the Contractor shall have the right to notify OGB's Plan Participants and applicable health care and/or allied service providers of the suspension or termination.

e. The Contractor shall be liable for any penalties, fines or costs that may result from its omission, fault, or negligence, including dishonest, fraudulent, or criminal conduct during the suspension of the administrative services. OGB shall hold the Contractor harmless from any penalties or fines that may be assessed as a result of the suspension of the administrative services above that do not result from the Contractor's omission, fault, or negligence, including dishonest, fraudulent, or criminal conduct.

f. OGB shall hold the Contractor harmless from any penalties or fines that may be assessed as a result of the suspension of the payment of claims.

3.5 PERFORMANCE BOND

Contractor shall provide a performance bond (surety) bond in a form agreeable to OGB in the amount of 100% of the annual contracted administrative fees to insure the successful performance under the terms and conditions of the Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved companies which is published annually in the Federal Register, or by a Louisiana-domiciled insurance company with at least an A-rating to write individual bonds up to ten (10%) percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or in excess of the limit rated for a Louisiana-domiciled insurance company with an A-rating by A.M. Best up to a limit of ten (10%) percent of policyholders' surplus as shown by A.M. Best. Further, companies authorized by this Section who are not on the Treasury Department's Specially Designated Nationals and Blocked Persons List shall not write a performance bond when the penalty exceeds fifteen (15%) percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Louisiana Department of Insurance.

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

3.6 PERFORMANCE GUARANTEES

Contractor will measure performance guarantees on a client-specific basis and report OGB's results on a monthly basis. OGB and Contractor shall mutually agree to any modifications to the performance guarantees each calendar year; however, forty-five (45) percent of Contractor's annual administrative fees will remain at risk. All guarantees must be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days of the end of the calendar year.

Performance Guarantees: With respect to the services Contractor provides to OGB under this Contract, Contractor agrees to provide such services consistent with the performance guarantees subject to a maximum of forty-five (45) percent of the total Contract annual administrative fees as identified in Attachment I.

In the event that any failure by Contractor to meet any Performance Guarantees is due partially or wholly to (i) a "force majeure" as defined in the Contract, (ii) failure of the OGB to perform its obligations under the Contract, (iii) actions or inactions of the OGB that adversely impact Contractor's ability to meet the Performance Guarantees (e.g., changes in benefit design not adequately communicated to Contractor or Plan Participants and benefit designs that substantially change the Plan Participants' rights under the Plan), or (iv) acts or omissions of the OGB's third-party vendors/suppliers, as adequately demonstrated to the OGB, penalties may be reduced or waived at OGB's reasonable discretion. To be considered under this provision, Contractor shall provide written notice to OGB within five (5) business days of any asserted circumstance(s) referenced above and shall report in writing all details of the circumstance(s) and its effect on performance within ten (10) business days. In such case, the Contractor and OGB will work together to reach a mutually agreeable remedy for the underlying issue.

Audit: OGB reserves the right to audit performance guarantee reports on an annual basis. A third-party or internal resources may be utilized to perform this audit. The results of the audit will determine Contractor's liability for penalties, if any.

Measurement Periods: The first period to be measured shall be January 1, 2016 through December 31, 2016. The second period will be for calendar year 2017, and the third period for calendar year 2018. The fourth period, subject to the renewal option, will be for calendar year 2019, and the fifth period, subject to the renewal option, will be for calendar year 2020. If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

OGB may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the OGB shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the

case of failure which in OGB's opinion cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, the OGB may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the Contract or the notice or failure to comply with the statutory obligations and laws applicable to the scope of services provided under this Contract may constitute default and may cause cancellation of the Contract.

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

4.2 TERMINATION FOR CONVENIENCE

OGB may terminate the Contract at any time without penalty by giving thirty (30) days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

5 INDEMNIFICATION

- (a) Contractor shall be fully liable for the actions of its agents, employees, partners and subcontractors and shall fully protect, defend, indemnify, save, and hold harmless the OGB, its officers, trustees, employees, servants, subcontractors, agents, and volunteers from any and all losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorney's fees), and other liabilities of every name and description relating to personal injury, violation of or failure to comply with any state or federal law, regulation, or other legal mandate, and damage to real or personal tangible property to the extent caused by Contractor, its agents, employees, partners or subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due solely to the negligent act or failure to act of the OGB.

- (b) Contractor shall fully protect, defend, indemnify, save, and hold harmless the OGB, its officers, trustees, employees, servants, subcontractors, agents, and volunteers from and against all adverse federal and state tax consequences, loss, liability, damage, expense, attorney's fees or other obligations resulting from, or arising out of, any act or omission by Contractor in connection with or other obligations resulting from or arising out of any premium charge, tax, or similar assessment by federal and state governmental authorities, for which the Contractor is liable.
- (c) If applicable, Contractor will protect, defend, indemnify, save, and hold harmless the OGB, its officers, trustees, employees, servants, subcontractors, agents, and volunteers, from and against all losses, claims, demands, liabilities, suits, actions, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses, obligations (including attorney's fees), and other liabilities of every name and description which may be finally assessed against the OGB, its officers, trustees, employees, servants, subcontractors, agents, and volunteers in any action for infringement of a United States Letter Patent with respect to the products furnished, or of any copyright, trademark, trade secret or intellectual property right, in relation to this Contract provided that the OGB shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit; (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense; and (iii) reasonable assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
- (d) The Contractor shall not be obligated to indemnify that portion of a claim or dispute resulting solely from: i) the unauthorized modification or alteration of a product, material or service by the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers; ii) the use by the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers of the product, material, or services in combination with other products not furnished by Contractor; or, iii) the use of the product, material, or service in other than the specified operating conditions and environment by the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers.
- (e) In addition to the foregoing, if the use of the product, material, or service or part(s) thereof shall be enjoined for any reason or if Contractor believes that such use may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the exclusive remedy of the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, to take action in the following order of precedence: (i) to procure for the OGB the right to continue using such the product, material, or service or part(s) thereof, as applicable; (ii) to modify the product, material, or service so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) to replace the product, material, or service or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or

(iv) if none of the foregoing is commercially reasonable, provide monetary compensation to the OGB.

- (f) The OGB may, in addition to other remedies available to the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, fines, penalties, judgments, assessments, expenses, obligations (including attorney's fees), and other liabilities asserted by or against the OGB, its officers, trustees, employees, servants, subcontractors, agents, and/or volunteers, for which Contractor owes indemnification and defense pursuant to this Section.

6 FORCE MAJEURE

Neither OGB nor Contractor shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. OGB and Contractor shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

7 SECTION 111 REPORTING

OGB acknowledges that the mandatory data reporting ("Data Reporting") required by Section 111 of the Medicare, Medicaid & SCHIP Extension Act of 2007 (P.L. 111-173) is the responsibility of Contractor. Notwithstanding the proceeding sentence, Contractor delegates this responsibility to OGB. OGB accepts such delegation and agrees to comply with all requirements of Section 111 applicable to the Data Reporting.

In addition, OGB shall defend, indemnify and hold Contractor, its subsidiaries and affiliates, their respective officers, directors, agents, servants, employees and contractors harmless from any and all liabilities, damages, losses, obligations, taxes, claims, demands, judgments and settlements, including, without limitation, reasonable attorneys' fees, fines and penalties that may be imposed upon or incurred by Contractor as a result of Contractor's delegation of the data reporting to OGB, or OGB's performance of or failure to perform the data reporting.

Further, OGB shall maintain adequate operational, financial and administrative records, contracts, books, files and other documentation directly or indirectly related to the data reporting.

8 OGB PLAN RESPONSIBILITY

- (a) Except as specifically provided to the contrary, OGB retains final authority and responsibility for the Plan and its operation, including if applicable, compliance with any state and federal laws, and payment of Claims filed under the Plan. The Contractor is empowered to act on behalf of OGB only in an administrative capacity for the services specified herein, subject to the direction and authority of OGB. Any decision or action of the Contractor regarding this Contract or the Plan which does not result from its omission, fault, or negligence, including dishonest, fraudulent, or criminal conduct, of which OGB is made aware of in writing and which is not

overridden or otherwise modified by OGB in writing, shall be deemed to be the exercise of OGB's discretionary power to make final decisions or conclusive action.

- (b) OGB shall be responsible for compliance with all state and federal laws except as specifically assumed by the Contractor under this Contract.
- (c) OGB shall reimburse the Contractor for any taxes, charges or fees which may be assessed against the Contractor by any governmental entity for providing any service or benefits to OGB as set forth under the Plan or this Contract, with the exception of income taxes owed by the Contractor as specified in Section 3.3.
- (d) OGB will notify the Contractor which state employees, retirees or their dependents and/or other persons are eligible Plan Participants. This information will be provided to the Contractor in a daily eligibility data file.
- (e) OGB will notify the Contractor in writing as soon as reasonably practical if OGB changes the Benefit Plan or other relevant Benefit Plan provisions, including termination of the Plan, within a reasonable period time prior to the change becoming effective. OGB reserves the right to reallocate programs and costs to different programs offered by the Contractor throughout the term of the Contract without any penalty.
- (f) Unless otherwise specifically delegated to the Contractor herein, OGB remains responsible for the preparation and distribution of information, notices, etc. required to be provided to Plan Participants under applicable laws and regulations, and for maintaining and operating the Plan in accordance with applicable laws and regulations. Contractor shall be responsible for providing written notice to Plan Participants of any data breach.

9 INDEPENDENT CONTRACTOR

No provision of this Contract is intended to create nor shall it be deemed or construed to create any relationship between the Contractor and OGB other than that of independent entities Contracting with each other hereunder solely for the purpose of effecting the provisions of this Contract. The terms "Contractor" and "OGB" shall include all officers, directors, agents, employees or servants of each party.

Nothing herein is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent contractors. Each party acknowledges its understanding that this Contract constitutes an agreement between OGB and Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana. The Contractor is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, ("the Association"), permitting Blue Cross and Blue Shield of Louisiana to use the Blue Cross and Blue Shield Service Marks in the State of Louisiana, and that the Contractor is not contracting as the agent of the Association. OGB further acknowledges and

agrees that it has not entered into this Contract based upon any representation by any person other than Blue Cross and Blue Shield of Louisiana and that no person, entity, or organization other than the Contractor shall be held accountable or liable to OGB for any of Blue Cross and Blue Shield of Louisiana's obligations to OGB created under this Contract. This Section shall not create any additional obligations whatsoever on the part of the Contractor other than those obligations created under other provisions of this Contract.

10 OUT OF AREA SERVICES

Contractor has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever Plan Participants access health care services outside the geographic area Contractor serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area Contractor serves, Plan Participants obtain care from health care providers that have a contractual agreement ("participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, Plan Participants may obtain care from health care providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating providers") with the Host Blue. Contractor remains responsible for fulfilling its contractual obligations to OGB. Contractor's payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements. Note that Dental Care Benefits except when paid as medical claims/benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by Contractor to provide the specific service or services are not processed through Inter-Plan Arrangements.

10.01 BlueCard® Program. The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Plan Participants access covered health care services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating health care providers. The financial terms of the BlueCard Program are described generally below.

(a) Liability Calculation Method Per Claim –In General

- (a) Plan Participant Liability Calculation. Unless subject to a fixed dollar copayment, the calculation of the Plan Participant liability on claims for covered health care services will be based on the lower of the participating provider's billed covered charges or the negotiated price made available to Contractor by the Host Blue.

(b) OGB Liability Calculation. The calculation of OGB's liability on claims for covered health care services processed through the BlueCard Program will be based on the negotiated price made available to Contractor by the Host Blue under the contract between the Host Blue and the provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating health care provider(s) for specific health care services. In cases where the negotiated price exceeds the billed charge, OGB may be liable for the excess amount even when the Plan Participant's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.

(b) Claims Pricing. Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to Contractor by the Host Blue may be represented by one of the following:

- 1) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or
- 2) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements and performance-related bonuses or incentives; or
- 3) An average price. An average price is a percentage of billed covered charges in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price OGB pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard Program requires that the amount paid by the Plan Participant and OGB is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts charged to OGB will be adjusted in a following year, as necessary, to account for over-or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from OGB. If OGB terminates, OGB will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

- (c) BlueCard Program Fees and Compensation. All BlueCard Program-related fees, including any Access Fees paid to Host Blues and Administrative Expense Allowance ("AEA") Fee, are included in Contractor's General Administrative Fee. Contractor has elected to not separately charge any Inter-Plan Arrangement-related fees to OGB. The General Administrative Fee encompasses fees Contractor charges to OGB for administering OGB's benefit plan. They may include both local (within Contractor's service area) and Inter-Plan fees. Other BlueCard Program-related fees included in the General Administrative Fee include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, the PPO Provider Directory Fee, and the BlueCard Worldwide Program Fees, if applicable.

10.02 Special Cases: Value-Based Programs

- (a) Value-Based Programs Overview. OGB's Plan Participants may access covered health care services from providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.
- (b) Value-Based Programs under the BlueCard Program.
 - 1) Value-Based Programs Administration. Under Value-Based Programs, a Host Blue may pay providers for reaching agreed-upon cost/quality goals in the following ways:

The Host Blue may pass these provider payments to Contractor, which Contractor will pass directly on to OGB as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- (i) **Actual Pricing:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to OGB via an enhanced provider fee schedule.
- (ii) **Supplemental Factor:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the claim, they may be billed as Per Primary Plan Participant Per Month Billings. Per Primary Plan Participant Per Month billings for Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. Contractor will pass these Host Blue charges directly through to OGB as a separately identified amount on the group billings.

The amounts used to calculate either the supplemental factors for estimated pricing or Primary Plan Participant Per Month billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.

- Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If OGB terminates, you will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Contract.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

Note: Plan Participants will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

- 2) Care Coordinator Fees. Host Blues may also bill Contractor for Care Coordinator Fees for provider services which we will pass on to OGB as follows:
 - (a) PMPM billings; or
 - (b) Individual claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Health care Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

10.03 Value-Based Programs under Negotiated Arrangements. If Contractor has entered into a Negotiated Arrangement/Negotiated National Account Arrangement with a Host Blue to provide Value-Based Programs to OGB's Plan Participants, Contractor will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted in the BlueCard Program section.

10.04 Return of Overpayments

Recoveries of overpayments can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, health care provider/hospital bill audits, credit balance audits, utilization review refunds and unsolicited refunds. Recoveries will be applied so that corrections will be made, in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to Contractor, they will be credited to OGB's account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments. The fees of such a third party may be charged to OGB as a percentage of the recovery.

10.05 Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee that applies to self-funded accounts. If applicable, Contractor will disclose any such surcharge, tax or other fee to OGB, which will be OGB's liability.

10.06 Nonparticipating Providers Outside Contractor Service Area

(a) Plan Participant Liability Calculation.

- 1) In General. When covered health care services are provided outside of Contractor's service area by nonparticipating providers, the amount(s) a Plan Participant pays for such services will be based on either the Host Blue's nonparticipating health care provider local payment or the pricing arrangements required by applicable state law. In these situations, the Plan Participant may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Contractor will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.
- 2) Exceptions. In some exception cases, Contractor may pay claims from nonparticipating health care providers outside of Contractor's service area based on the provider's billed charge. This may occur in situations where a Plan Participant did not have reasonable access to a participating provider, as determined by Contractor in Contractor's sole and absolute discretion, or by applicable state law. In other exception cases, Contractor may pay such claims based on the payment Contractor would make if Contractor were paying a nonparticipating provider inside of Contractor's service area. This may occur where the Host Blue's corresponding payment would be more than Contractor's in-service area nonparticipating provider payment. Contractor may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Plan Participant may be responsible for the difference between the amount that

the nonparticipating health care provider bills and the payment Contractor will make for the covered services as set forth in this paragraph.

10.07 BlueCard Worldwide® Program.

- (a) General Information. If Plan Participants are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: “BlueCard service area”), they may be able to take advantage of the BlueCard Worldwide Program when accessing covered health care services. The BlueCard Worldwide Program is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the BlueCard Worldwide Program assists Plan Participants with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Plan Participants receive care from providers outside the BlueCard service area, the Plan Participants will typically have to pay the providers and submit the claims themselves to obtain reimbursement for these services.
- 1) Inpatient Services. In most cases, if Plan Participants contact the BlueCard Worldwide Service Center for assistance, hospitals will not require Plan Participants to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Plan Participant claims to the BlueCard Worldwide Service Center to initiate claims processing. However, if the Plan Participant paid in full at the time of service, the Plan Participant must submit a claim to obtain reimbursement for covered health care services.
 - 2) Outpatient Services. Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require Plan Participants to pay in full at the time of service. Plan Participants must submit a claim to obtain reimbursement for covered health care services.
 - 3) Submitting a BlueCard Worldwide Claim. When Members pay for covered health care services outside the BlueCard service area, they must submit a claim to obtain reimbursement. For institutional and professional claims, Plan Participants should complete a BlueCard Worldwide International claim form and send the claim form with the provider’s itemized bill(s) to the BlueCard Worldwide Service Center address on the form to initiate claims processing. The claim form is available from Contractor, the BlueCard Worldwide Service Center, or online at www.bluecardworldwide.com. If Plan Participants need assistance with their claim submissions, they should call the BlueCard Worldwide Service Center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, 7 days a week.

11 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1671-1672.4.

12 FUND USE

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

13 ASSIGNMENT

Contractor shall not assign or transfer any interest in this Contract by assignment, transfer, novation, or any other means without prior written consent of OGB. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from the Contract without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the OGB.

14 RIGHT TO AUDIT

The State Legislative Auditor, federal auditors, internal auditors of the Division of Administration and its designated agents, OGB, or others so designated by OGB reserve the right to inspect and review all accounts, procedures, matters, and records directly pertaining to the Contract for a period of five (5) years after final Contract payment or such longer period as required by applicable state and federal law. Records shall be made available during normal business hours for this purpose.

The Contractor must allow OGB the right to hire an independent third-party auditor, if OGB deems necessary, to review all accounts, procedures, matters, and records, and provide access to all files, information system access, and space access upon request of OGB for the party selected to perform the indicated audit. OGB must provide Contractor with fifteen (15) working days' notice of any audit prior to commencement of the engagement. If there are audit limitations, the Contractor will assess, detail and disclose the limitations on a per plan or per division basis.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within thirty (30) days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset

the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

14.1 RECORD OWNERSHIP

All records, reports, documents, or other material related to this Contract, delivered or transmitted to the Contractor by the State and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the OGB and may be referred to as "Records."

Contractor agrees to retain all Records in accordance with all Louisiana and federal laws and regulations. Further, Contractor agrees to retain all Records in accordance with OGB's official retention schedules (the "Schedules"), until such time as the Records are returned to OGB. In the event the applicable law and the Schedules contain different retention periods, the Records shall be kept for the longer period. The Records shall be in a format and media as required by law or as agreed upon by the parties in writing if allowed by law. The Schedules in place as of the effective date of this Contract are contained in Attachment V: Record Retention Schedule, and may be amended from time to time as deemed necessary by the OGB. To further ensure compliance with the Schedules and Louisiana retention laws and rules, Contractor agrees to abide by the processes outlined in Attachment VI: Records Destruction and Imaging System Survey Compliance. Contractor shall return the Records not approved for a Waiver of Destruction to the OGB, at Contractor's expense, within seven (7) days of request at any time or within sixty (60) days after the termination or expiration of this Contract; provided, Records containing PHI will be handled at termination of the Contract pursuant to the Business Associate Addendum.

14.2 CONTRACTOR'S COOPERATION

The Contractor shall fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or withhold Records.

15 CONTRACT MODIFICATION

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

16 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the OGB's operation which are made available or become available to the Contractor in order to carry out this Contract are designated confidential and shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the OGB. The Contractor shall not be required

under the provisions of this Section to keep confidential any data or information which is or becomes publicly available through no fault of Contractor, its agents, or representatives, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

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

16.1 DUTIES TO MONITOR AND REPORT SECURITY BREACH OR UNAUTHORIZED RELEASE, USE OR RELEASE OF INFORMATION

The Contractor and its subcontractors shall implement monitoring plans to detect unauthorized access to or use of confidential information and any attempts to gain unauthorized access to confidential information. The Contractor and its subcontractors shall provide the Contract Supervisor with immediate notification (not more than two (2) business days) of the Contractor's awareness of any Security Incident ("Security Incident") involving confidential information. The reference to Security Incident herein may include, but not be limited to, the following: successful attempts at gaining unauthorized access to confidential information or the unauthorized use of a system for the processing or storage of confidential information, or the unauthorized use or disclosure, whether intentional or otherwise, of confidential information.

In the event of unauthorized access to or disclosure of information, the Contractor shall consult with the OGB regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident. Contractor shall also provide assistance performing a risk assessment of any Security Incident that occurs.

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

16.2 THIRD PARTY REQUESTS FOR RELEASE OF INFORMATION

Should third parties request the Contractor to submit confidential information to them pursuant to an audit not initiated by the Contractor, public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify OGB immediately upon receipt of such request. Notice shall be forwarded via e-mail to the Chief Executive Officer. The Contractor shall cooperate with OGB with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of OGB, the information contains confidential information which should be protected against such disclosure. The reasonable legal fees and related expenses incurred by the Contractor or its subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract.

Legal service fees of law firms engaged pursuant to this Section may not be "marked up" by the Contractor.

17 SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties of its choice for the performance of any key delegated function of the Contractor's duties and obligations, with the express written approval of the OGB. OGB will not arbitrarily withhold written approval of Contractor's subcontractor(s). Contractor and its subcontractors are required to comply with all aspects of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the OGB for any breach or deficiency in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

18 COMPLIANCE WITH LAWS

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

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

19 LIABILITY FOR DAMAGES BY THE CONTRACTOR

The Contractor agrees to hold OGB harmless from all claims for damages relating to the Contractor's negligence, including any claims relating to failure of the Contractor to provide services as specified in this Contract due to financial hardship or insolvency.

20 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Workers' Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the insurance company, shall be filed with the OGB for approval. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all similar insurance required for the Subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the OGB before work is commenced. Said policies shall not hereafter be canceled, permitted

to expire, or be reduced without thirty (30) days' notice in advance to the OGB and consented to by the OGB in writing.

Compensation Insurance: The Contractor shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Contractor's employees. In case any class of employees engaged in work under the Contract is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees.

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

Owned, Non-Owned, and Hired Motor Vehicles: The Contractor shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any owned, non-owned, and hired motor vehicles engaged in operations within the terms of the Contract, unless such coverage is included in insurance elsewhere specified.

21 APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La.R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP and addenda; and this Contract; and any amendments issued thereto by the OGB (the "Law"). After exhaustion of administrative remedies, venue of any action brought with regard to this Contract shall be in the Nineteenth (19th) Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

22 CODE OF ETHICS

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

23 SEVERABILITY

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

24 CONTINUING OBLIGATIONS

Notwithstanding any provisions to the contrary herein, upon the termination of this Contract for any reason, the provisions of this Contract which by their nature require some action or forbearance after such termination, including but not limited to confidentiality, protected health information, reporting, indemnity, insurance, record retention, run-out Claims, and performance guarantees, shall survive such termination and be binding until any actions, obligations, and /or rights provided therein have been satisfied or released.

25 INDEPENDENT ASSURANCES

The Contractor shall submit, and cause its subcontractors performing key delegated functions to submit, to certain independent audits to ascertain that processes and controls related to the contracted service are operating properly. Independent assurances may be in the form of a Service Organization Control ("SOC") 1, Type II and/or SOC 2, Type II report resulting from an independent annual SSAE 16 engagement of the operations. The SSAE 16 engagement will be performed at least annually by an audit firm that will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. Contractor will submit the final report prepared by the audit firm on controls placed in operation for the Contract, including a detailed description of the audit firm's tests of the operating effectiveness of controls, to OGB.

In lieu of a SSAE 16 report, the Contractor may require its key subcontractors to provide other assurances approved by OGB of financial and operational viability of the outsourced services, including the Contractor performing the on-site review procedures and obtaining the appropriate IT certification or a security report for services performed.

The Contractor and its subcontractors performing key delegated functions could be required to provide other assurances of financial and operational viability of the outsourced program including testing of the policies and procedures placed into operation, by submitting a quality control plan [such as third party Quality Assurance (QA), an Independent Verification and

Validation (IV&V)] or any other financial and performance audits from outside companies upon request by OGB.

The cost of such independent assurances will be borne by the Contractor. Such independent assurances shall be performed at least annually during the term of the Contract. Contractor and its subcontractors performing key delegated functions may review any audit report before delivery to the OGB and include with the report a supplementary statement containing facts that Contractor considers pertinent to the audit or engagement. The Contractor shall implement recommendations as suggested by, SSAE 16 engagement), within three (3) months of report issuance and at no cost to the OGB.

26 NOTICE

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

To OGB:

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

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

To Contractor:

Mr. Mike Reitz
Attn: President and Chief Executive Officer
Blue Cross and Blue Shield of Louisiana
5525 Reitz Avenue
Baton Rouge, LA 70809-3802

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

27 HEADINGS

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

28 ENTIRE AGREEMENT

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

29 ORDER OF PRECEDENCE

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

30 BUSINESS ASSOCIATE ADDENDUM

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

For the purposes of this Contract, Contractor is deemed to be a "Business Associate" of OGB as such term is defined in the Privacy Standard of the Federal Register, published on December 28, 2000, and the parties have executed a Business Associate Addendum attached to this Contract as Attachment III, and made a part of this Contract. The parties understand that if additional agreements are required to be compliant as required under HIPAA and Law, the parties agree to execute such agreements in a timely manner. Contractor agrees that its processes, systems and reporting, will be in full compliance with federal and state requirements, including but not limited to HIPAA, through the term of the Contract; any fines or penalties related to Contractor's non-compliance will be the sole responsibility of Contractor. Contractor requires its subcontractors' processes, systems and reporting to be in full compliance with federal and state requirements, including but not limited to HIPAA. Further, Contractor agrees that its organization, and that it requires that its subcontractors, will comply with all HIPAA regulations throughout the term of the Contract with respect to Plan Participant services, complaints, appeals determinations, notification of rights, and confidentiality. Contractor shall require that all agreements with subcontractors include substantially similar provisions of this Section and any Attachments referenced herein. OGB shall be provided copies of such subcontractor agreements upon request.

Notwithstanding any provision to the contrary, major delegated functions involving PHI, including but not limited to claims processing and customer service, and any other services as provided by applicable law, shall not be sourced outside of the territorial and jurisdictional limits of the fifty (50) United States of America. As used in this Section, PHI refers to protected health information as defined by the HIPAA, and regulations promulgated by the U.S. Department of Health and Human Services, as amended from time to time.

31 COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

32 CONTRACTOR ELIGIBILITY

Contractor, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth in 24 CFR Part 24. Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

(Signature Page Follows)

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

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS**

BY: 

NAME: Susan T. West

TITLE: Chief Executive Officer

DATE: 10-30-15

**LOUISIANA HEALTH SERVICE &
INDEMNITY COMPANY d/b/a BLUE
CROSS AND BLUE SHIELD OF
LOUISIANA**

BY: 

NAME: Mike Reitz

TITLE: President

DATE: 10/30/15

ATTACHMENT I: SCOPE OF SERVICES

Overview

Contractor will partner with OGB to provide innovative solutions for medical program management including efficient Claims processing, network management, and population health management. The Contractor is expected to drive health risk improvement and mitigation of rising costs of health care in order for OGB to continue to provide the best value to its Plan Participants.

Below is a list of services the Contractor will be responsible for providing effective January 1, 2016 unless otherwise specified.

Regulatory

- Benefit Plan Document/Summary Plan Description. Prepare and print a document containing a description of the covered benefits provided by the Plan to be used by OGB as a Summary Plan Description. However, it will be OGB's responsibility to review the draft prepared by Contractor and approve the document in writing as correct in the description of the benefits and compliant with all applicable laws and regulations, before dissemination to its Primary Plan Participant(s). If any changes to the draft prepared by Contractor are needed, OGB will request such changes in writing. Contractor shall update the draft to include OGB's requested changes and submit the revised draft to OGB within five (5) business days. Contractor will have no liability for any non-compliance of the document with ERISA, as applicable, or any other standards, or any inaccuracies in regard to the benefit descriptions, statements, disclosures, or any other information contained in the document. If OGB fails to return the document to Contractor at least forty-five (45) days prior to the first day of the next Plan year, Contractor will have the right to consider the last Schedule of Benefits/Benefit Plan submitted to OGB as final and approved in regards to the benefit description for the purpose of rendering the services contracted under the Contract.
- Summary of Benefits and Coverage Document. Prepare a Summary of Benefits and Coverage ("SBC") Document to be used by OGB. Contractor will provide to OGB the SBC within ten (10) business days after it has received from OGB all the benefits information Contractor needs to draft the document. Contractor will not be held responsible for any delays in the distribution of SBCs to Primary Plan Participant(s), unless it has assumed responsibility for such distribution in writing and OGB has submitted the information timely. In any case, it will be OGB's responsibility to review the draft prepared by Contractor. If any changes to the draft prepared by Contractor are needed, OGB will request such changes in writing. Contractor shall update the draft to include OGB's requested changes and submit the revised draft to OGB within five (5) business days. If no changes are required, OGB will approve the document in writing as correct in the description of benefits and compliant with all applicable laws and regulations. Contractor will have no liability for any non-compliance of the document

with the law, or any inaccuracies in regard to the benefit descriptions, statements, disclosures, or any other information contained in the document.

The SBC will be prepared by Contractor in the English language. Contractor will not be responsible for any translations of the SBC or any other Plan documents into any other language.

- Dissemination of Summary of Benefits and Coverage to Primary Plan Participant(s). Distribute to Primary Plan Participant(s) a Summary of Benefits and Coverage (“SBC”) at the beginning of the Contract, upon renewal of the Contract, or when changes made by OGB to the Plan would require the distribution of a new SBC to all Primary Plan Participant(s). Distribution of the SBCs shall be accomplished by Contractor placing electronic copies of the SBCs on Contractor’s OGB designated website. Contractor will not be liable to OGB or to Primary Plan Participant(s) if SBCs are not distributed within legally required timeframes due to OGB’s failure to provide benefit descriptions or benefit changes on time under this Section.

Note: Taxes and fees including but not limited to the Transitional Reinsurance Program fees and the Patient Certified Outcome Research Institute (PCORI) fees are the responsibility of OGB and are not included in the Administrative Fees.

- Notices
 - Women’s Health and Cancer Rights Act (“WHCRA”) Notices. Contractor will provide a notice to Primary Plan Participant(s) under the Women’s Health and Cancer Rights Act of 1998.
 - HIPAA Authorized Delegate Form. Contractor will provide a HIPAA Authorized Delegate Form to Primary Plan Participant(s).
 - HIPAA Privacy Notice. Contractor will provide each Primary Plan Participant(s) with Contractor’s HIPAA privacy notice, in the event that Primary Plan Participant(s) need to contact Contractor’s Privacy Department. OGB will prepare and Contractor will provide OGB’s HIPAA privacy notice to Primary Plan Participant(s).
 - Balance Billing Disclosure Notice. Contractor will provide a Balance Billing Disclosure Notice to Primary Plan Participant(s).
 - Notices Required by Patient Protection Affordable Care Act (“PPACA”) or Other Laws. Contractor will not prepare or distribute any Plan Participant notices required under the Patient Protection and Affordable Care Act or any other state or federal law, unless Contractor assumes responsibility thereof in writing or under the Contract. This includes, but is not limited to, Genetic Information Non-discrimination Act (“GINA”) notices, Michelle’s Law notices, or COBRA notices.

Medical Claims Administration

- Enrollment and Eligibility. Based upon OGB’s determination and written communication to Contractor of a Plan Participant’s eligibility for benefits provided under the Plan, Contractor will enroll Plan Participant to receive Plan benefits in accordance with Plan provisions and process any certificates of creditable coverage received by Contractor. Contractor will to the best of its ability, utilizing its current commercial process, make eligibility determinations for eligible over-age dependents.

Contractor will accept OGB's standard file layout for the initial eligibility enrollment file. OGB's request for Contractor to enroll subsequent Plan Participants will be subject to Contractor's subsequent enrollment processes.

- Plan Participant Materials. Prepare and distribute to each new Primary Plan Participant(s) within thirty (30) days of receipt of confirmation from OGB as to the validity of the enrollment application and Plan Participant the following materials:
 1. A plan document, which includes information on all covered services, including, but not limited to: benefits, limitations, exclusions, copayments, coinsurances and deductibles, policies and procedures for utilizing clinical and administrative services, conditions under which an individual's membership may be terminated, procedures for registering complaints or filing grievances against the Contractor or any providers participating in a contractual agreement with the Contractor.
 2. Directions to access an online directory of providers, which includes all network physicians, hospitals and specialty facilities. Hard copies of provider directories and certificates of coverage must be available upon request.
 3. Contractor will supply identification cards to Primary Plan Participant(s) of the Plan when necessary. New cards will be issued to all Primary Plan Participant(s) of the Plan when OGB is serviced by Contractor for the first time. Thereafter, new cards will only be issued on an individual basis, when Primary Plan Participant(s) make changes to their coverage upon annual or any other special enrollment that require the issuance of a new card, whenever OGB adds new Primary Plan Participant(s) to the Plan during a plan year, or whenever a card duplicate is requested at no additional charge to OGB or the Primary Plan Participant(s). Additional cards for family Plan Participants shall also be provided upon request and at no additional charge to OGB or the Plan Participant.
 4. Summary of Benefits and Coverage and Uniform Glossary, as required by the federal PPACA and/or state law and/or rules and regulations promulgated pursuant thereto. If requested by OGB, Contractor shall provide printed SBC documents to OGB for distribution to eligible employees who are not enrolled in a medical plan.
- Claims Processing and Payment. Process Claims and determine payment levels based on the appropriate allowable charge, pursuant to the terms of the Benefit Plan as construed by Contractor, incurred and timely submitted on or after the Effective Date.
 - 1) OGB has the full, final, binding and exclusive discretion to determine eligibility of benefits and to interpret the terms of the Benefit Plan as may be necessary in order to make Claim determinations. Should OGB decide to overturn a benefit determination made by Contractor, it shall notify Contractor in writing prior to payment of the Claim.

- 2) Contractor shall make coverage determinations and decide, in accordance with the Plan, the eligibility for payment of Claims incurred and submitted to it during the term of the Contract.
 - 3) Claims will be processed in the order received by Contractor and will not be reprocessed due to out of sequence dates of services.
 - 4) Contractor will process Claims for covered services rendered prior to the termination of the Contract, but not yet paid and/or not submitted for payment to Contractor prior to the termination of the Contract.
 - 5) Based on the Benefit Plan's express terms or OGB's written authorization, and subject to the terms of the Contract, Contractor shall determine the extent of the benefits (if any) to which any Plan Participant is entitled.
 - (i) In the event that OGB determines that Contractor has misinterpreted the Benefit Plan and so informs Contractor in writing of making such determination, Contractor shall begin processing and paying Claims in accordance with OGB's interpretation as set forth in such writing as soon as possible but no later than thirty (30) days after receipt of such notice. Upon OGB's request, in writing, Contractor shall reprocess Claims submitted prior to OGB's notification.
 - (ii) Notwithstanding any determination made by OGB under this Section, Contractor shall have no liability to a Plan Participant or OGB (and OGB shall indemnify Contractor against any such liability) for: withholding payments as directed by OGB; alleged or actual misinterpretations of the Benefit Plan made; or Claims that were denied prior to OGB's determination and written notification to Contractor.
 - 6) If benefits are payable, but the provider does not participate in the provider network, Contractor may make payment to the Primary Plan Participant(s) or to the provider. No one may assign a Plan Participant's right to the payment of benefits without Contractor's express written consent.
- Out of Pocket Maximum. Maintain medical and carved out pharmacy Claims for integrated Medical/Rx out of pocket maximum accumulation to ensure compliance with the PPACA.
 - Forms. Furnish necessary forms to OGB for its Plan Participants' eligibility and Claims activities.
 - Claim, Administrative Appeals and Clinical External Reviews. Provide assistance to OGB in complying with grievance and appeal procedures adopted by OGB and as outlined in the Benefit Plan or Summary Plan Document.
 - 1) If OGB's Plan is subject to the appeals requirements of PPACA, with respect to processes for internal Claims and appeals and external review, Contractor shall

abide by the grievance and appeals procedures as stated in the annual Plan Document. Contractor shall:

- (i) For the first level of internal appeal, determine whether benefits are payable in accordance with the Benefit Plan as a result of an adverse benefit determination, within the timeframes required by law. Contractor will also issue timely decision notices of benefit determination in the appropriate format. If the Contractor receives first level internal appeals requiring eligibility determinations, Contractor will immediately notify and forward the appeal to OGB within five (5) business days of receipt.
 - (ii) At the conclusion of the first level of internal appeal for benefit determination, Contractor will notify the Plan Participant of Contractor's disposition of the appeal including instructions on how to initiate any additional levels of appeal that may be available to the Plan Participant. The determination will include instructions on how the Plan Participant may initiate a second level benefit determination appeal to the Contractor. For the second level internal appeal for benefit determination, Contractor will determine whether benefits are payable in accordance with the Benefit Plan as a result of an adverse benefit determination, within the timeframes required by law and issue timely decision notices in the appropriate format. Additionally, Contractor will notify the Plan Participant in writing of any external review rights that may be available.
 - (iii) Unless otherwise requested by OGB in writing, Contractor will facilitate OGB's external review procedures by randomly assigning an external review request sent by OGB to Contractor to one of Contractor's contracted independent review organizations ("IRO"). Contractor is responsible for complying with applicable laws regarding external review. OGB acknowledges that OGB is responsible for ensuring that the Plan is administered consistently and in accordance with applicable laws; provided, however, Contractor will be responsible for ensuring Claims received by Contractor are processed in accordance with the ERISA Claims regulation. If OGB requests Contractor in writing not to facilitate the Plan's external review process, OGB will be solely responsible for complying with applicable laws regarding external review.
- 2) If OGB's Plan is not subject to the appeals requirements of PPACA, with respect to processes for internal Claims and appeals and external review, Contractor shall:
- (i) For the first level of internal appeal for benefit determination, determine whether benefits are payable in accordance with the Benefit Plan, as a

result of an adverse benefit determination, within the time frames required by law. Contractor will also issue decision notices in the appropriate format. For first level internal appeals requiring eligibility determinations Contractor will immediately notify and forward appeal to OGB within five (5) business days of receipt.

- (ii) At the conclusion of the first level of internal appeal, Contractor will notify the Plan Participant of the outcome of the appeal, including instructions on how to initiate the second and final level of appeal to OGB.

In the event Contractor receives any final appeal or grievance requests made by a denied claimant, Contractor shall immediately forward the request to OGB within five (5) business days of receipt. OGB accepts full responsibility and liability for ensuring the appeal rights available to a denied claimant under applicable law or the Plan.

- Network Development and Management. Establish, arrange and maintain physician, allied health and hospital provider networks through contractual arrangements with participating hospitals, allied health providers and physicians and with other Blue Cross and Blue Shield Plans.
- PHS/EOB. Furnish to any Plan Participant the appropriate personal health statements (“PHS”), explanation of benefits (“EOB”) notices and notices of any denials for Claims.
- Customer/Plan Participant Services. Handle inquiries related to Plan Participant, benefits, Claims payment and Claims payment denial. Contractor will furnish a toll-free telephone number for incoming customer service calls, including telephone technology for the hearing impaired and multi-lingual support. The call center for providers, Plan Participants, account management, and nurse line must be staffed and available to receive calls 8:00AM – 5:00PM CT, Monday through Friday, except on state holidays, including the day following Thanksgiving and the last workday preceding or following Christmas each year. Contractor may be required to extend Call center hours, as needed, during annual and special enrollment periods and other appropriate times as requested by OGB. The crisis line call center for behavioral health will be staffed and available to receive crisis calls 24 hours a day, 7 days a week.
- Financial Functions. Perform financial functions such as billing, cash disbursements and refund processing.
- Coordination of Benefits. Contractor will coordinate benefits on behalf of the Plan following Contractor’s standard practices and procedures. This will include the determination of the primary, secondary and tertiary order of liability of the Plan and any other health benefits program under which a Plan Participant may be eligible for benefits, and the payment of the Plan’s share of its liability for a Claim. Coordination of benefit

efforts will be based on information available to Contractor at the time of the adjudication of the Claim.

Except for the standard processes that Contractor has in place for questioning Plan Participants regarding other health coverage (which may be subject to change from time to time, but which currently includes sending out a questionnaire to the Plan Participant when Contractor deems appropriate), Contractor shall not be required to determine the existence of any other plan or amount of benefits payable under any such other plan. Following Contractor standard investigation process, if a Plan Participant fails to respond to Contractor's inquiry about the existence of any other coverage, Contractor will reject the Claim and will only process such Claim upon receipt of Plan Participant's response.

- CMS and Medicaid Demand Letters. Remit payments on behalf of OGB to the Centers for Medicare and Medicaid Services ("CMS") or to state Medicaid collection entities in response to Demand Letters for the recovery of Medicare or Medicaid payments. Unless requested by OGB in writing not to make such payments, OGB shall reimburse Contractor for any payments remitted by Contractor on behalf of OGB to CMS or Medicaid collection entities in response to Demand Letters for the recovery of Medicare or Medicaid payments.
- COBRA/USERRA. Assist OGB in meeting its responsibilities with respect to providing the continuation of health care coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). OGB is the Administrator for purposes of COBRA and shall remain responsible for meeting all COBRA and USERRA requirements applicable to the Plan. OGB shall also be responsible for promptly notifying Contractor of individuals who elect to continue Contractor coverage under COBRA or USERRA provisions. Contractor's responsibilities shall include, but not limited to: (1) answer inquiries from former Plan Participants that continue Plan coverage under COBRA or USERRA provisions; and (2) prepare reports for OGB on COBRA and USERRA cases.
- QMCSOs/MCSOs. OGB shall provide benefits in accordance with the applicable requirements of any Qualified Medical Child Support Orders ("QMCSO"), if required by law. Contractor will assist OGB in meeting its responsibilities with respect to the receipt of Medical Child Support Orders ("MCSO"). OGB shall be responsible for: all notification responsibilities with respect to MCSOs, the establishment of written procedures for determining whether such MCSOs are "qualified" and for the administration of benefits under such qualified orders. OGB shall also be responsible for promptly notifying Contractor of the receipt of a MCSO relating to the Plan, OGB's determination as to whether such MCSO is "qualified", the name and address of Alternate Recipients whom OGB has determined are eligible to receive benefits under the Plan and the name and address of any custodial parent or legal guardian designated to receive benefit payments on behalf of such Alternate Recipient. Contractor's responsibilities shall include, but are not limited to, the answering of inquiries from

Alternate Recipients or designated guardians who receive benefit payments under the Plan.

- OGB's HIPAA Privacy Obligations/OGB's Access to Protected Health Information. Assist OGB in meeting its responsibilities with respect to administering individual rights and obligations, such as access, amendment and disclosure accounting rights, as required by the HIPAA and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-164) as described in Attachment III: HIPAA Business Associate Addendum. However, OGB shall remain responsible for meeting all HIPAA requirements applicable to the Plan, including but not limited to the preparation of and distribution of its privacy notice.

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

- Administrative Fee Statements and Claim Reports. Generate monthly statements for administrative services fees and other charges and Claim reports.
- Data. Assist OGB in preparation of any return or report pertaining to the Plan as required by any Federal Government Agency, and furnish OGB an annual report of information available to Contractor which may be needed by OGB to satisfy ERISA or any other applicable state or federal requirements. Contractor shall not be responsible for determining when or whether government filings are required or completing or filing any report or return.
- Service Provider Information. If applicable, Contractor will provide to OGB certain information required to be reported related to compensation earned with regard to administration of the Plan. This information shall include all direct and indirect compensation paid by OGB to either Contractor or a third party subcontractor for providing services to the Plan under this Contract.
- Vendor Integration. Integrate with selected contractor(s) as defined by OGB for the administration of the Plan, including pharmacy benefits manager for the purpose of out of pocket maximum accumulation and COBRA administrator.

Care Management

Conduct utilization review, medical necessity determinations, benefit coverage determinations, population health services, and related functions affecting benefit activities. More specifically, such Care Management activities may include, but are not limited to:

- Utilization Management for medical and behavioral health conditions and substance abuse
 - Contractor will conduct prior authorization and concurrent review of inpatient and designated outpatient services to determine medical policy coverage status, medical necessity, and clinical appropriateness of the service(s) and level of care. The appropriate length of service or service units will be determined if the service(s) is deemed appropriate.
- High Tech Imaging (“HTI”) Utilization Management Program
 - Contractor will conduct prior authorization for non-emergent services on selected high-tech radiology modalities. The goal of the HTI program is to ensure diagnostic and treatment plans are medically necessary and meet or exceed evidence-based guidelines. The program will identify quality, lower cost alternative sites of service for selected high-tech radiology modalities and will contact Plan Participants telephonically to share this information.
- Specialty Care Insight
 - Contractor will provide data to specialist physicians to identify effective strategies to encourage high value, lower cost services through the assessment of quality-of-care metrics.
- Shared Decision Making Tools
 - Contractor may make available shared decision making tools, such as interactive videos, to appropriate Plan Participants regarding their treatment options.
- BlueCare Telehealth
 - A health platform that allows for Primary Care Physicians to have on-line visits for certain allowable non-emergent conditions.
- Value-Based Programs
 - Contractor may implement certain value based programs, such as Contractor’s Quality Blue programs.
- Population Health - Common Chronic Conditions such as Chronic Obstructive Pulmonary Disease (“COPD”), Coronary Artery Disease (“CAD”), Congestive Heart Failure (“CHF”), Asthma and Diabetes
 - Contractor will provide Population Health services designed to improve health outcomes, promote and maintain optimal level of functioning, improve confidence in self-management of conditions, and maximize

Contract benefits through cost-effective services and coordination of appropriate community resources.

- Population Health - Non-Chronic and Complex Conditions and Care
- Transplant Care Management
 - The program is designed to improve transplant outcomes and reduce hospitalizations and overall costs associated with the transplant process. Contractor will provide education, steering to Contractor's Centers of Excellence, coordinate early transplant evaluations that support effective planning, promote safe health behaviors, manage co-morbid conditions and provide support to Plan Participants on a wait list and during the transplant process.
- Care Coordination and Complex Non-Chronic Conditions (Claims >\$50,000 for medical; frequent admits or emergency department visits or repeated self-harm for behavioral health and substance abuse)
 - Health Coach will contact Plan Participant and/or their provider if unable to reach the Plan Participant, or if the Plan Participant declines participation, when there are intervention opportunities identified. Health Coaches will work collaboratively with the Plan Participants and their providers in an effort to ensure an appropriate treatment plan.
- High Risk Maternity Management
 - Contractor will identify high risk pregnancies and engage expectant mothers to improve pregnancy outcomes, reduce neonatal hospitalizations.
- Children with Special Needs
 - The primary caregivers of children with special health care needs will be contacted if data indicates gaps in care or lack of appropriate care coordination. The Contractor will seek to improve the system of care for children from birth to 17 years of age and work with caregivers to optimize available benefits.
- Rare Diseases
 - Nurses will work with Plan Participants who are diagnosed with rare diseases and with their providers to reduce emergency department visits and admissions by educating on necessary diagnostic tests, management of symptoms, medication side effects and adherence, and disease progression.

- Post Discharge Outreach Calls
 - Contractor will identify and reduce risks associated with unplanned hospital readmits. Health coaches will call Plan Participants who are discharged from the hospital with medical admits for:
 - Pancreas Disorders
 - Diabetes
 - Cardiovascular Disorders
 - Respiratory Disorders
 - Bladder/Urinary Disorders
- Medication Adherence
 - Contractor will develop an individualized plan to increase or maintain medication adherence which includes, but is not limited to, education on conditions, provider outreach for samples, medication changes, pharmacist consult, and referral to social services for community support for those that enroll in Population Health.
- On-site Nurse
 - The on-site nurse will seek to enhance the success of Population Health by creating a personal face to face experience allowing Plan Participants to build a strong relationship and increase personal accountability. The on-site nurse will:
 - Target employees with certain defined chronic conditions for on-site face to face engagement;
 - Reduce gaps in care and increase medication adherence for program Plan Participants;
 - Leverage relationships with local physicians to help effectively coordinate care for Plan Participants;
 - Further develop and enhance telephonic coaching; and
 - Promote wellness activities.

Key success metrics will be mutually agreed to by the Parties in advance for each Contract year. OGB will provide data in electronic format as required to identify the targeted Plan Participants and to analyze results for the Plan Participants, and reasonable access by nurse/s to the Plan Participants at OGB designated sites. OGB will provide office space and furniture, connectivity for computers and access to sites. Contractor will provide oversight, project management, nurse staff and computer equipment needed to fulfill responsibilities.

- Base Wellness Program.
 - *Live Better Louisiana* is an OGB Wellness Program supported by Contractor that will give Plan Participants resources to help them better monitor their health, understand their risk factors and make educated choices as to their health.

- OGB and Contractor will partner to evolve wellness initiatives as needed based on OGB population demographics and claims information.

Contractor shall provide or contract with independent provider(s) of care management services to provide services in accordance with the Benefit Plan, pursuant to the terms of the Plan and this Contract. OGB and Contractor agree to partner to modify the Population Health and Utilization Review programs as needed based on OGB Plan Participants health needs. For new programs or initiatives beyond those described in this Contract, the role of the Contractor and scope of services will be mutually agreed to prior to implementation, with no additional administrative costs to either party.

Third Party Recovery

- **Reimbursement, Subrogation and Other Third-Party Recovery.** Contractor shall comply with Attachment VII: Blue Cross Blue Shield of Louisiana/State of Louisiana Office of Group Benefits Subrogation and Workers' Compensation Process and Procedures.
 - Unless otherwise agreed between the Contractor and OGB, in the event of termination of the Contract, Contractor will not continue to work as outlined in Attachment VII any subrogation or reimbursement cases within its possession and will forward all cases to OGB for handling. The Contractor will forward any additional subrogation cases identified by the Contractor with dates of service incurred prior to the date of termination to OGB for handling. These cases will be forwarded to OGB in a mutually agreeable format, at no additional cost to OGB.
- **Class Action Claims.** From time to time, medical plans are certified as class Plan Participants in class actions that involve payments made by the plans for health care services, medications or medical devices. Contractor must notify OGB within five (5) business days of receipt that it has received any class action notice and/or other lawsuits in which Contractor determines OGB could have an interest. Contractor is not authorized to file such Claims on behalf of OGB. Contractor will provide Claims data and reporting to use in filing for refunds and judgments at no additional cost.

General

- **Advisory Services.** Provide OGB with ongoing Medical/Rx compliance advisory services relating to state and federal legislative changes for self-funded plans.
- **Reporting and Technology Services.** Contractor shall provide OGB and its designated actuarial consultant with access to its standard reporting package, as well as any OGB specific dashboard reporting as developed and mutually agreed upon by both parties, specific security view allowing access to only database records for Plan Participants.
- **Enrollment Tool.** Provide OGB with a fully tested and operational web-based enrollment tool no later than June 30, 2016 that includes the following functionalities: self-service enrollment, benefits administration for medical plans offered by OGB, payroll/deduction system, billing and financial reporting and other system reports. Contractor will provide implementation support. All outages in excess of one (1) hour should be promptly

reported to the Contract Supervisor if between the hours of 8AM and 8PM, Central Standard Time, Monday through Saturday.

- Online Access. Provide 24/7 access, except for scheduled maintenance, to online portal for Plan Participants for activities such as Claim submission, account monitoring, reporting, communications requested and approved by OGB, and any other information required by state and federal laws. All outages in excess of one (1) hour should be promptly reported to the Contract Supervisor.
- Communication Materials. Design, update, print and/or email all Primary Plan Participant(s) communication materials (i.e., provider directories, summary plan documents, etc.), advertisements, marketing materials, and education materials for services such as disease management and wellness programs at the Contractor's expense. Only material specific to OGB will be subject to OGB's approval prior to distribution.
- Annual and Special Enrollment Support. Provide knowledgeable staff to attend state-wide annual and any other special enrollments and informational meetings as scheduled by OGB as well as prepare, print, and distribute communication materials, etc.
- Run-Out Services. Contractor will process Claims for OGB eligible Plan Participants that were incurred prior to but not processed as of the termination of the Contract and which are received by Contractor not more than one (1) year following Contract termination. However, at OGB's request, the handling of such Claims may be transitioned to a successor agent appointed by OGB prior to the end of the run off period, and Contractor shall reasonably cooperate in transitioning of such services to any successor agent appointed by OGB. Further, Contractor will continue to process all Claims and appeals for Claims incurred prior to the termination of the Contract during the one (1) year run off period following termination, unless otherwise transitioned to a successor agent appointed by OGB, at OGB's option.
- Account Satisfaction. Conduct annual Primary Plan Participant(s) and OGB satisfaction surveys and report results to OGB. The survey tools are subject to OGB's approval. At a minimum, OGB satisfaction will be measured in the following areas:
 1. Provides effective support in preparing for, and conducting open enrollment events/sessions.
 2. Provides OGB with timely notification of issues impacting Plan Participants.
 3. Responds to issues and questions in a timely, comprehensive manner.
 4. Develops, follows through on action plans; effective coordination to resolve open issues.
 5. Is accessible and attends scheduled meetings.
 6. Delivers agreed upon reports and communication of program results in a timely manner.

- File Layout and Specifications. Provide file data in a layout format designated by OGB to include, but not limited to, Check Register File, Population Health Participation, Wellness Participation, Medical Claims File, Provider Files, Code Files, Out of Pocket Maximum, and Adjusted Claims File. Contractor will need to accept OGB's standard file layout. See Attachment IV: File Layout and Specifications.
- Disaster Recovery/Business Continuity Plan. Contractor shall continue the performance of critical functions, including the continuation of the HSA Plan Participant accounts through an appropriate and compliant banking institution, and provide essential services in the event of crisis or other disruption.
- Plan Offerings. Provide Health Reimbursement Account and Health Savings Account Services for respective plan offerings.
- Anti-Fraud Efforts. Contractor agrees to include the OGB in anti-fraud efforts undertaken by Contractor. If Contractor initiates legal proceedings pursuant to anti-fraud efforts that would include the Plan's interests, Contractor shall notify OGB within five (5) business days of such litigation and as to any costs that would be incurred by OGB should OGB decide to allow Contractor to pursue OGB's interest in such litigation. OGB shall notify Contractor if Contractor should pursue OGB's interests in such litigation within a reasonable time.

Deliverables

The deliverables listed in this Section are the standard set required from the Contractor.

Deliverable	Description	Frequency of Submission
Operational Reports		
Quarterly Strategic Report	Plan Dashboard to include data, such as financial experience, claims utilization, program performance, cost management strategies, population health and wellness initiatives and key findings and Plan strategies and opportunities.	Due April 30, July 30, October 30, and January 30 of each calendar year.
Financial Experience	Premium Income and Claims Utilization Experience.	Within fifteen (15) calendar days after end of each month.
Claims Turnaround Time	Percentage of electronic and non-electronic Claims paid within thirty (30) days of receipt.	Within fifteen (15) calendar days after end of each month.
Telephone Abandonment Rate	Percentage of calls where the caller hangs up before speaking to a live voice.	Within fifteen (15) calendar days after end of each month.
PCP Turnover Rate	Percentage of PCPs leaving the network voluntarily or involuntarily during the month.	Within fifteen (15) calendar days after end of each month.
Grievance Log	Number of appeals and grievances filed during the month. A detailed report is required listing all appeals and grievances and the current status of each.	Within fifteen (15) calendar days after end of each month.
Plan Participant - Level Enrollment Accuracy	Percentage of Plan Participant updates within two (2) business days of receipt of a complete eligibility file submission.	Within fifteen (15) calendar days after end of each month and calendar year.
Claims Processing Accuracy	Percentage of Contractor audited Claims processed accurately the first time.	Within fifteen (15) calendar days after end of each month and calendar year.
Financial Payment Accuracy	Percentage of Contractor audited Claims dollars paid accurately.	Within fifteen (15) calendar days after end of each month and calendar year.

Deliverable	Description	Frequency of Submission
Abandoned Call Rate	Percentage of calls where the caller hangs up before speaking to a live voice, excluding those calls abandoned in the first 30 seconds and calls routed to an Interactive Voice Recognition (“IVR”) system.	Within fifteen (15) calendar days after end of each month and calendar year.
Plan Participant Written Inquiry Timeliness	Percentage of Plan Participant written inquiries answered within seven (7) business days.	Within fifteen (15) calendar days after end of each month and calendar year.
Average Speed to Answer (“ASA”)	Average lag time to answer by live voice; percentage of Plan Participants who wait over 60 seconds to speak with a live customer service representative.	Within fifteen (15) calendar days after end of each month and calendar year.
Primary Plan Participant(s) ID Card Timeliness	Number of Primary Plan Participant(s) issued identification card within 30 days of receipt of confirmation of enrollment eligibility.	Within fifteen (15) calendar days after end of each month and calendar year.
Data Reporting Timeliness	All required data denoted in Attachment IV must be submitted to OGB within 10 days of the following month.	Within ten (10) calendar days after end of each month being reported.
Subrogation	Reporting in accordance with Attachment VII: Blue Cross Blue Shield of Louisiana / State of Louisiana Office of Group Benefits Subrogation and Workers’ Compensation Process and Procedures.	Per Attachment VII
Reports in Response to Audit Requests	Description will be provided at time of request.	Ad Hoc
Account Satisfaction		
Overall Primary Plan Participant(s) Satisfaction Survey	Conduct annual Primary Plan Participant(s) satisfaction survey and report results to OGB.	Within thirty (30) calendar days after end of each calendar year.
OGB Satisfaction Survey	Conduct annual OGB satisfaction survey and report results to OGB.	

Deliverable	Description	Frequency of Submission
Population Health Management Semi-Annual Chronic Condition Management Report	Number of Plan Participants that are eligible and enrolled versus those who are eligible and not enrolled in Chronic Condition Management.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include data beginning January 1 through June 15 and due December 31 to include data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include data beginning December 16 through June 15 and due December 31 to include data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include data beginning December 16 through June 15 and due January 15, 2019 to include data beginning June 16 through December 31, 2018.</p>
Claimants Cost Report	Plan Participants accumulating > \$10,000 in paid claims during period and > \$25,000 YTD. The report will include the number of Plan Participants, number new to report versus ongoing, average paid per Plan Participant, total paid amount, percent of total paid claims, distribution by diagnosis, and Plan Participant category (active, dependents, retirees with Medicare, and retirees without Medicare Plan Participants).	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows:</p>

Deliverable	Description	Frequency of Submission
		Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.
Diabetes Adverse Events	Disease related inpatient admits and/or emergency room visits for Plan Participants ages 18-64 with Diabetes.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p>
Coronary Artery Disease (“CAD”) Adverse Events	Disease related inpatient admits and/or emergency room visits for Plan Participants ages 18-64 with CAD.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning</p>

Deliverable	Description	Frequency of Submission
		<p>December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p>

Deliverable	Description	Frequency of Submission
Congestive Heart Failure ("CHF") Adverse Events	Disease related inpatient admits and/or emergency room visits for Plan Participants ages 18-64 with CHF.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p>

Deliverable	Description	Frequency of Submission
Diabetes Prevention Program (“DPP”) Performance	Aggregated weight loss outcomes of DPP participants for each participant group (i.e. starters and graduates), projected diabetes reduction to include cost avoidance, claims impact, and health status (i.e., BMI, weight, etc.).	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p>
Mental Health - 30 day follow up	Percentage of Plan Participants who have a follow up evaluation and management visit within 30 days of discharge.	Within fifteen (15) calendar days after close of each month.
On-site Nurse	Number of newly identified Plan Participants with chronic conditions who engage. Number of Plan Participants engaging with on-site nurse in report period.	Within fifteen (15) calendar days after close of each quarter.
Population Health	Eligible, referred, enrolled engagement statistics, and associated clinical indicators.	Within fifteen (15) calendar days after close of each quarter.

Deliverable	Description	Frequency of Submission
Readmissions Rate	Readmissions rates for inpatient admits including diagnosis within 30 days, 90 days and 120 days.	Within fifteen (15) calendar days after close of each quarter.
Inpatient Reviews	Number of inpatient admissions reviews, and number of inpatient concurrent reviews per month.	Within fifteen (15) calendar days after close of each quarter.
Clinical Trend Report	List of 25 most common inpatient diagnoses (charges and paid). List of outpatient diagnoses with charges and paid (include cost/Plan Participant, sorted by region of the state where service was provided and in the aggregate).	Within fifteen (15) calendar days after close of each quarter.
Preventive Care	Number of eligible Plan Participants and the number of participating Plan Participants with adherence to required preventive and maintenance screenings based on age and condition.	Within fifteen (15) calendar days after close of each calendar year.
Cost Savings Report	Cost savings information for care management, disease management, wellness, and any other programs implemented to improve health outcomes of Plan Participants.	Within fifteen (15) calendar days after close of each calendar year.
Disease Management Activity Report	Activity Report broken out by line of business ("LOB") to include, but not limited to, plan type and status.	Within fifteen (15) calendar days after close of each month.
Performance Guarantees Report		
Performance Guarantees	A detailed monthly report including metrics for the performance guarantees set forth in the Contract.	Within thirty (30) calendar days after close of each month and calendar year.
Over-Utilization Reports		
ALERT	Over-utilization or abuse by Plan Participant or provider, fraud, etc. with number of cases identified and disposition, and number of cases under review.	Within forty-five (45) calendar days after close of each quarter.
Fraud and Abuse	Financial impact of identified fraud and abuse.	Within forty-five (45) calendar days after close of each quarter.

Deliverable	Description	Frequency of Submission
Network Management Reports		
Overall Network Discounts	Report illustrating the overall discount received by specialty and by region of the state.	Within thirty (30) calendar days after the close of each month and calendar year.
Geo Access	Report for rural and urban, displayed for inpatient facility, partial, hospital, outpatient provider and MD.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p>
Other Coverage	Monthly report of Plan Participants who have other coverage (i.e. Medicare or other commercial coverage).	Within fifteen (15) calendar days after the close of each month.
50 Most Utilized Providers	List of 50 most utilized in-network providers in Louisiana by 1) specialty, 2) per region of the state, 3) by number of evaluation and management visits and by 4) total allowed charges.	Reports due: January 4, 2016, and thereafter on April 15, July 15, October 15 and January 15 of each calendar year.

Deliverable	Description	Frequency of Submission
25 Most Utilized Facilities	List of top 25 most utilized facilities by number of admissions, average length of stay, 30, 90 and 120 day readmission rate and 30 day outpatient follow-up rate.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p>
Network Providers	Detailed listing including the number of providers and facilities in network by type, facility and provider terminations during report period by type, and new and re-contracted providers and facilities by type during the report period.	Within thirty (30) calendar days after close of each quarter.
In vs. Out of Network Analysis	In-network versus out of network analysis for each level of care (i.e., inpatient, outpatient, etc.).	Within forty-five (45) calendar days after close of each quarter.

Deliverable	Description	Frequency of Submission
Disruption Notification		
Network Disruption Notification	Provide at least sixty (60) days advance written notification to OGB and its Primary Plan Participant(s) of any change in provider networks. Primary Plan Participant(s) communications are subject to OGB's approval prior to distribution by the Contractor.	Within sixty (60) calendar days of any change to network.
Independent Assurances		
Independent Assurances	Contractor and its subcontractors performing key delegated functions shall each supply OGB with an exact copy of the SOC 1, Type II report and/or SOC 2, Type II report (as agreed by OGB) resulting from the SSAE 16 engagement or other assurances as described in Section 25 and for the period Jan 1- Dec 31. If a report is not available for that period, the latest report will be provided with an attestation from the subcontractor's management that the controls reported on have not significantly changed since the issuance of the report ("bridge letter").	<p>Calendar Year 1: Due March 31, 2017 for the period of January 1 – December 31, 2016.</p> <p>Calendar Year 2: Due March 31, 2018 for the period of January 1 – December 31, 2017</p> <p>Calendar Year 3: Due March 31, 2019 for the period of January 1 – December 31, 2018.</p>
Unclaimed Property Report		
Unclaimed Property	Detailed listing in a mutually agreeable format of any unclaimed property of OGB Plan Participants held by Contractor.	No later than June 30 of each calendar year.

Performance Guarantees

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

Metric	Performance Standard	Penalty Percent at Risk Annually
Independent Assurances		
Independent Assurances	Contractor shall supply OGB with an exact copy of the SOC1, Type II and/or SOC 2, Type II report (as agreed by OGB) resulting from the SSAE 16 engagement or any other independent assurances as described in Section 25 and for the period of January 1 – December 31 beginning March 31 2017 and each calendar year thereafter.	\$1,000 per day
Plan Participant and Billing		
Plan Participant-Level Enrollment Accuracy	98% of Plan Participant updates within two (2) business days of receipt of a complete eligibility file submission.	1.5%
Claims Operations		
Claims Processing Accuracy	97% or greater of audited Claims adjudicated accurately in accordance with the Plan.	1.5%
Financial Accuracy	96% or greater of audited Claims accurately paid in accordance with the contracted provider rate.	1.5%
Customer Service		
First Call Resolution	80% of Plan Participant calls resolved on first call. Measurement: The number of calls that are completed without the need for referral or follow up actions divided by the total number of calls (excludes calls routed to IVR).	1.5%

Metric	Performance Standard	Penalty Percent at Risk Annually
Abandoned Call Rate	Less than or equal to 5% abandonment rate as a percent of all calls disconnected before a Customer Service Representative gets on the line. (Excludes calls abandoned within the first 30 seconds and calls routed to IVR).	1.5%
Plan Participant Written Inquiry Timeliness	95% of all written inquiries will be answered within 7 business days.	1.5%
Average Speed to Answer	The average elapsed time between call accepted into Contractor's system and a customer service representative gets on the line will be less than or equal to 60 seconds.	1.5%
Account Satisfaction		
Overall Primary Plan Participant Satisfaction Survey	Satisfaction Rate must be 85% or greater.	2%
OGB Satisfaction Survey	Satisfaction Rate must be 85% or greater, using metrics mutually agreed upon by Contractor and OGB prior to January 1, 2016.	2%
Reporting and Analytics		
Overall Reporting Requirements	Contractor agrees to provide 90% of all reports listed in the Contract by the required timeframe stated in the Contract.	2.5%
Data Analytics	Refresh analytic tool data monthly by the 30th of the following month at minimum 91 percent of the time.	2.5%
Provider Contracting and Network		
Minimum Overall Network Discounts (all services)	Contractor will guarantee at least a 60% network discount for Louisiana in-network providers, excluding pharmacy. Contractor will provide a discount report illustrating the overall discount achieved.	Calendar Year 1 - 15% Calendar Year 2 - 13% Calendar Year 3 - 13%

Metric	Performance Standard	Penalty Percent at Risk Annually
Population Health Management		
Diabetes Adverse Events	Adverse events defined as disease related inpatient admits and/or emergency room for Plan Participants ages 18-64 with Diabetes. The adverse events for each year will be measured against the prior Plan year's adverse events. The adverse events for each Plan year shall be equal to or less than the prior Plan year's adverse events, using a <i>difference in difference</i> ** trend model.	2%
Coronary Artery Disease Adverse ("CAD") Events	Adverse events defined as disease related inpatient admits and/or emergency room for Plan Participants ages 18-64 with CAD. The adverse events for each year will be measured against the prior Plan year's adverse events. The adverse events for each Plan year shall be equal to or less than the prior Plan year's adverse events using a <i>difference in difference</i> ** trend model.	2%
Congestive Heart Failure ("CHF") Adverse Events	Adverse events defined as disease related inpatient admits and/or emergency room for Plan Participant ages 18-64 with CHF. The adverse events for each year will be measured against the prior Plan year's adverse events. The adverse events for each Plan year shall be equal to or less than the prior Plan year's adverse events, using a <i>difference in difference</i> ** trend model.	2%
Mental Health 30 day follow up visit after discharge	60% of Plan Participants discharged from an inpatient mental health facility will have a follow up visit within 30 days of discharge.	2%

Metric	Performance Standard	Penalty Percent at Risk Annually
On-site Nurse	<p>Calendar Year 1: Establish on-site nurse population health management with one (1) registered on-site nurse dedicated solely to OGB.</p> <p>Calendar Year 2: Expand the on-site nurse to include two (2) on-site nurses dedicated solely to OGB.</p> <p>Calendar Year 3: A minimum of two on-site nurses dedicated solely to OGB.</p>	<p>Calendar Year 1 – 0%</p> <p>Calendar Year 2 – 2%</p> <p>Calendar Year 3 – 2%</p>
Enrollment Tool		
Enrollment Tool Access	Fully tested and operational web-based enrollment tool by June 30, 2016, with continual and ongoing access thereafter by OGB and its Primary Plan Participant(s) Monday – Saturday, 8AM – 8PM, Central Standard Time.	2.5%

****Difference in difference model will isolate changes compared to risk adjusted benchmark reference population**

ATTACHMENT II: RATE SCHEDULE

The administrative fee listed below is fully burdened and inclusive of all Contract costs and expenses. **Note:** OGB shall reimburse the Contractor for any taxes or charge of fees which may be assessed against the Contractor by any governmental entity for providing any service or benefits to OGB, as set forth under the Plan or this Contract, with the exception of income taxes owed by the Contractor.

	Fixed Monthly Administrative Fee (Per Primary Plan Participant Per Month)
January 1, 2016** – December 31, 2018	\$23.25

ATTACHMENT III: HIPAA BUSINESS ASSOCIATE ADDENDUM

State of Louisiana, Division of Administration

Office of Group Benefits

HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the "Addendum") is entered into effective the _____ day of _____, 2015 (the "Effective Date"), by and between Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana and its subsidiary HMO Louisiana, Inc. (collectively referred to herein as "Business Associate") and the State of Louisiana, Division of Administration, Office of Group Benefits, on behalf of itself and its affiliates, if any (individually and collectively, the "Covered Entity") and adds to the Agreement dated October 30, 2015, entered into between Covered Entity and Business Associate (the "Agreement").

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

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

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

1. Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms are defined under HIPAA.
2. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the Effective Date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA and other applicable laws, regulations, and record retention policies, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is effective.
3. Uses and Disclosures of PHI. Except as otherwise limited in the Agreement or this Addendum, Business Associate shall not, and shall ensure that its directors, officers, employees, contractors, subcontractors, and agents do not, use or disclose PHI other than as follows:
 - (a) Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - (b) Business Associate may disclose PHI for the proper management and administration, or to carry out the legal responsibilities, of the Business Associate, provided that disclosures

are required by HIPAA, or Business Associate obtains reasonable written assurances from the person or entity to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies the Business Associate of any instances of which it is aware or suspects in which the confidentiality of the PHI has been breached. In such case, Business Associate shall report such known or suspected breaches to Covered Entity as soon as possible and in accordance with timeframes set forth in this Addendum.

- (c) Business Associate may perform Data Aggregation services for Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B). For purposes of this Section, Data Aggregation means, with respect to PHI, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analyses that relate to the health care operations of the respective Covered Entities.
- (d) Business Associate may de-identify any and all PHI created or received by Business Associate under this Agreement; provided, however, that the de-identification conforms to the requirements of HIPAA and in accordance with any guidance issued by the Secretary. Such resulting de-identified information would not be subject to the terms of this Addendum.
- (e) Business Associate may create a Limited Data Set, as defined in HIPAA, and use such Limited Data Set pursuant to a Data Use Agreement that meets the requirements of HIPAA.

4. *Required Safeguards To Protect PHI.* Business Associate shall implement appropriate safeguards in accordance with HIPAA to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of the Agreement. To the extent that Business Associate creates, receives, maintains, or transmits electronic PHI (“ePHI”) on behalf of Covered Entity, Business Associate shall comply with the HIPAA Security Rule as of the relevant effective date and further, shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI.

5. *Reporting to Covered Entity.* Business Associate shall immediately, but no later than two (2) business days after discovery, report to Covered Entity any use or disclosure of PHI not provided for by this Addendum, including breaches of unsecured PHI in accordance with the Breach Notification Rule (45 CFR Subpart D), and any security incident of which it becomes aware. Business Associate shall cooperate with Covered Entity’s investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.

6. *Mitigation of Harmful Effects.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum, including, but not limited to, compliance with any state law or contractual data breach requirements.

7. *Agreements with Third Parties.* Business Associate understands and agrees that any agent or subcontractor that may create, receive, maintain or transmit PHI on behalf of Business Associate must comply with all applicable laws and regulations as are applicable to Covered

Entity in regard to PHI. Business Associate shall enter into a written agreement with any agent or subcontractor of Business Associate that will create, receive, maintain, or transmit PHI on behalf of Business Associate. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Addendum with respect to such PHI. Such agreements with Business Associates agents and subcontractors shall be provided to Covered Entity upon request and subject to audit hereunder.

8. Access to Information. Within ten (10) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) days forward such request to Covered Entity.

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

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

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

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

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

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

15. *Breach of Contract by Business Associate.* In addition to any other rights Covered Entity may have in the Agreement, this Addendum or by operation of law or in equity, Covered Entity may (i) immediately terminate the Agreement if Covered Entity determines that Business Associate has violated a material term of this Addendum, or (ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's exercise of its option to permit Business Associate to cure a breach of this Addendum shall not be construed as a waiver of any other rights Covered Entity has in the Agreement, this Addendum or by operation of law or in equity.

16. *Indemnification.* Business Associate shall defend, indemnify and hold harmless Covered Entity and its officers, trustees, employees, subcontractors and agents from and against any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate or its subcontractors of Business Associate's obligations under this Addendum or HIPAA. This Section 16 of the Addendum shall survive the termination of the Agreement or this Addendum.

17. *Exclusion from Limitation of Liability.* To the extent that Business Associate has limited its liability under the terms of the Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI. This Section 17 of the Addendum shall survive the termination of the Agreement and this Addendum.

18. *Injunctive Relief.* Business Associate acknowledges and stipulates that the unauthorized use or disclosure of PHI by Business Associate or its subcontractors while performing services pursuant to the Agreement or this Addendum would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from Business Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement or this Addendum.

19. Third Party Rights. The terms of this Addendum are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and Covered Entity.

20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate pursuant to the terms of the Agreement.

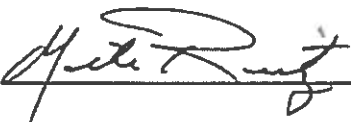
21. Changes in the Law. Covered Entity may amend either the Agreement or this Addendum, as appropriate, to conform to any new or revised federal or state legislation, rules, regulations, and records retention policies to which Covered Entity is subject now or in the future including, without limitation, HIPAA.

22. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court, or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within five (5) business days of receipt of such request.

23. Conflicts. If there is any direct conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

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

BUSINESS ASSOCIATE:

By: 

Name: Mike Reitz

Title: President

Date: 10/30/15

COVERED ENTITY:

By: 

Name: Susan T. West

Title: Chief Executive Officer

Date: 10.30.15

ATTACHMENT IV: FILE LAYOUT AND SPECIFICATIONS

Files to be received by the Contractor from OGB:

The Contractor shall receive the following two files from OGB. Files shall be constructed using the layout as described in Appendix A-5 through A-6. All files from OGB shall be sent electronically using FTP (File Transfer Protocol) and WILL be encrypted using PGP (Pretty Good Privacy).

1. Eligibility File (Appendix A-5)

This file shall be received the evening of every work day by the Contractor and posted to the Contractor's system before the next day. It will contain the Contractor's entire membership plus any terminations inputted in the last two months.

2. Administrative Fee Billing Files (Appendix A-6)

This file shall be received monthly by the Contractor and will contain the amount per contract holder that Contractor will pay for the OGB administrative fee. Contractor will pay OGB based on this file. The file will contain adjustments to prior month's billing resulting from retroactive terminations and enrollment.

Files to be sent by the Contractor to OGB:

Prior to any transmission of claims data from the Contractor to OGB, OGB must have an understanding of the Contractor's procedures for processing, paying and adjusting claims so that the financial and clinical care of Plan Participants can be accurately reflected in the OGB data warehouse. Information provided to OGB will be transmitted to the OGB Living Well Louisiana health management program for management of ongoing health conditions, including diabetes, coronary artery disease, congestive heart failure, asthma, and chronic obstructive pulmonary disease (COPD). To clarify OGB needs, the following will apply to all claims:

- **Only processed claims** – the Contractor will transmit all paid and denied claims as indicated above for which bills were submitted for Plan Participants. Claim transmissions will include detail for each charge or service line on the patient's bill. All coding in each line will adhere to standard medical coding procedures.
- **Adjusted Claims** – Claims that are reprocessed and subsequently adjusted, whether for financial reasons or for changes related to services provided, will include a reference to the original or preceding claim in all claim lines. OGB must be able to reconstruct a representative processing history for each claim through final disposition.
- **Provider recognition** – Each provider must be clearly identified by their purpose in the data provided, specifically, service providers and "pay-to" providers must be distinguished from each other. Where possible, relationships between facilities, physician groups, physicians, and other ancillary service providers as it applies to patient care should be made available whenever possible.

- **Non-standard codes** – Codes and their meaning or description used to represent the Contractor's processing data for which an industry standard does not exist will be transmitted to OGB separately from the monthly transmission, beginning with contract initiation. Any changes to these codes will be transmitted to OGB prior to transmission of claim records with these codes being used. Examples of these codes include but are not limited to the Contractor's physician specialty codes and denial codes.
- **Data standards** – Numeric data will be right-justified and zero-filled. Money amounts will be 15 digits including an explicit decimal point and accurate to two decimal places (000009999999.99). Negative amounts will have a minus sign as the first character (-000099999999.99). Dates will be formatted **CCYYMMDD** and valid. All text will be left-justified and space-filled. All SSN's, ICD-9 or 10codes, phone numbers, NDC's and zip codes will be left-justified, with no dashes, commas, decimals or other formatting.

Files will be sent by the Contractor to OGB on a monthly basis on the 10th of the following month. For example, the files for January shall be received by OGB by the 10th of February. All files shall be sent electronically using FTP (File Transfer Protocol) and must be encrypted using PGP (Pretty Good Privacy).

1. **Medical Claims File (Appendix A-1)** – the Contractor shall send OGB all claims for which EOBs (Explanations of Benefits) or checks were sent or issued to the provider and/or claimant during a month. This is a file of records containing claim charge lines or service lines for a physician claim (CMS-1500), facility claim (UB-92), or a dental claim (ADA-1500) that has been received and processed. No claims in process are included.
2. **Provider File (Appendix A-2)** - This is a file of medical service providers for which checks and EOBs were issued in (1) above. This will include, for example, physicians, hospitals, urgent care facilities, and physician groups. The file will contain separate records relevant to the entity paid.
3. **Code Files (Appendix A-3)** – These files will contain codes used in claim processing that are not standard, universally accepted values. Codes that fall into this category include but are not limited to provider specialty codes, denial reason codes, types of service codes and override codes. Codes are subject to change over the life of this contract, and if a code changes, dates associated with the code are required for its meaning before and after the change. If the Contractor uses any other codes with which OGB is not familiar, the Contractor will transmit a file of those codes in a file consistent with this format, if appropriate.
4. **Drug Claims File (Appendix A-4)** - This file contains all drugs for which prescriptions were filled during the month.

REQ: * indicates a required field TYPE: A/N – Alphanumeric (or text)

N – Numeric D – Date

Appendix A-1 Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
Field 1: The Claim ID is Blue Cross' distinct identifier for all charges and services associated with a patient bill. Whenever OGB contacts Blue Cross relevant to information on a medical claim, this identifier will be used as reference to the specific claim.						
1	*	CLAIM ID	A/N	40	1-40	BLUE CROSS' UNIQUE IDENTIFIER FOR THIS CLAIM.
Field 2: A service line references a discrete charge or service in a submitted claim. OGB uses service line detail for its reporting for the State of Louisiana whenever we are asked to study the potential effects of a change to existing benefits, whether financial or clinical.						
2	*	CLAIM LINE ID	A/N	40	41-80	BLUE CROSS' IDENTIFIER FOR A PARTICULAR CHARGE OR SERVICE LINE.
Fields 3-4: Service Dates apply to the claim line, not the duration of the stay referenced for inpatient facility claims.						
3	*	FROM SERVICE DATE	D	8	81-88	THE START DATE OF SERVICE REFERENCED ON THIS LINE. FORMAT- CCYYMMDD
4	*	THRU SERVICE DATE	D	8	89-96	THE LAST/FINAL DATE OF SERVICE. FORMAT- CCYYMMDD
Field 5: For keyed claims, the date received, not the date keyed. For electronic claims, the date Blue Cross received the transmission.						
5	*	RECEIVED DATE	D	8	97-104	THE DATE THE CLAIM WAS RECEIVED BY BLUE CROSS FORMAT- CCYYMMDD
6	*	CLAIM SOURCE	A/N	1	105	"K": KEYED INPUT "A": AUTOMATIC/ELECTRONIC INPUT
7	*	SYSTEM ENTRY DATE	D	8	106-113	THE DATE BLUE CROSS FIRST ENTERED THE CLAIM INTO THE CLAIM PAYMENT SYSTEM FORMAT- CCYYMMDD
Field 8: For each action affecting the payment status or clinical information on a claim, the date that action was taken.						
8	*	ADJUDICATION DATE	D	8	114-121	THE DATE BLUE CROSS PROCESSED AN ORIGINAL CLAIM. FOR ADJUSTMENTS, THE DATE REPROCESSED FORMAT- CCYYMMDD
9	*	PAID DATE	D	8	122-129	THE DATE THE PROCESSED CLAIM WAS PAID OR ADJUSTED. FOR DENIED CLAIMS, THE DATE DENIED. FORMAT- CCYYMMDD
10	*	MEDICAL CLAIM DOC TYPE	A/N	10	130-139	THE TYPE OF DOCUMENT SUBMITTED, EITHER THE HCFA OR UB DESIGNATION.
11		SUBMITTED DRG	A/N	20	140-159	FOR INPATIENT CLAIMS, THE V25 DRG CODE THAT WAS SUBMITTED ON THE CLAIM
Field 12: Revenue code is required for UB-92 claims. OGB will calculate the patient's length of stay for our data warehouse reports based on revenue coding.						
12		REVENUE CODE	A/N	10	160-169	THE 3 CHARACTER REVENUE CODE USED ON UB92 CLAIM FORMS.

Appendix A-1 Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
Field 13: The original billed charge for each claim line will be provided on all activity affecting the claim or claim line.						
13	*	CHARGE AMOUNT	N	15	170-184	THE DOLLARS BILLED/CHARGED BY THE PROVIDER FOR THIS CLAIM LINE.
Field 14: For in-network providers, the allowed amount is determined after repricing and applying rate tables. For out-of-network providers, the allowed amount is determined from Blue Cross' fee schedule for that service.						
14	*	ALLOWED AMOUNT	N	15	185-199	THE AMOUNT THAT IS ALLOWED PER THE PROVIDERS PRICING CONTRACT OR FOR OUT-OF-NETWORK PROVIDERS
Field 15: Copay is a fixed component of the Plan Participant's cost share to be paid to the provider by or for the Plan Participant directly and separately from other claim payments. Copays are established by the state and are listed in the plan benefits of the HMO plan.						
15	*	COPAY AMOUNT	N	15	200-214	THE AMOUNT THAT WOULD NORMALLY BE PAYABLE TO THE PROVIDER AT THE TIME OF SERVICE SEPARATE FROM THE AMOUNT PAID BY BLUE CROSS.
Field 16: Coinsurance is a variable component of the Plan Participant's cost share to be paid to the provider by or for the Plan Participant directly and separately from other claim payments. This value is normally zero except for out-of network providers.						
16	*	COINSURANCE AMOUNT	N	15	215-229	THE AMOUNT THAT WOULD NORMALLY BE PAYABLE TO THE PROVIDER, BUT NOT BY BLUE CROSS DUE TO THE PLAN PARTICIPANT'S COINSURANCE ARRANGEMENTS.
Field 17: The deductible is a component of the Plan Participant's cost share to be paid to the provider by or for the Plan Participant directly and separately from other claim payments. This value is normally zero except for out-of network providers for which the Plan Participant is subject to an annual limit.						
17	*	DEDUCTIBLE AMOUNT	N	15	230-244	THE AMOUNT THAT WOULD NORMALLY BE PAYABLE TO THE PROVIDER, BUT NOT BY BLUE CROSS BASED ON PLAN BENEFITS.
18	*	COB PAID AMOUNT	N	15	245-259	THE AMOUNT PAID BY ANOTHER INSURER AGAINST THE PLAN PARTICIPANT'S CLAIM, (COORDINATION OF BENEFITS)
19	*	WITHHELD AMOUNT	N	15	260-274	THE AMOUNT WITHHELD FROM PAYMENT DUE TO TERMS OF THE PROVIDER'S CONTRACT OR ACCOUNT.
20	*	PROVIDER PAID AMOUNT	N	15	275-289	THE NET AMOUNT THAT WAS EVENTUALLY PAID DIRECTLY BY BLUE CROSS TO THE PAY-TO PROVIDER FOR THIS CLAIM LINE.
21	*	PLAN PARTICIPANT PAID AMOUNT	N	15	290-304	THE NET AMOUNT THAT WAS EVENTUALLY PAID DIRECTLY BY BLUE CROSS TO THE PLAN PARTICIPANT, PRIMARY PLAN PARTICIPANT(S) OR EMPLOYEE FOR THIS CLAIM LINE.

Appendix A-1 Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
Field 22: The net paid amount must equal the total of the provider paid amount and the Plan Participant paid amount.						
22	*	NET PAID AMOUNT	N	15	305-319	THE NET AMOUNT THAT WAS PAID IN TOTAL FOR THIS CLAIM LINE BY BLUE CROSS.
23	*	TRANSACTION TYPE	A/N	20	320-339	THE TRANSACTION TYPE (OUTCOME). SPECIFICALLY, 'APPROVED', 'DENIED', 'DUPLICATE', 'REVERSED', 'REVERSAL', 'ADJUSTMENT'.
Field 24: This field is blank for the first activity or transaction against a patient's bill, the "original claim". Depending on Blue Cross procedures, for reprocessed claims this field will either contain the claim number of the original transaction or the claim number of the immediately prior transaction against the originally submitted claim. OGB will use this field to reconstruct a transaction history against the original claim. Note: Claim Line IDs remain the same throughout the transaction history of a Plan Participant's claim (see Field 2 above).						
24		ADJUSTED FROM CLAIM ID	A/N	40	340-379	IF THIS CLAIM IS A REPROCESSING OF A PLAN PARTICIPANT'S CLAIM, THIS FIELD WILL CONTAIN THE CLAIM ID OF THE PRIOR CLAIM.
Field 25: Blue Cross will provide OGB a file of their denial codes and the corresponding descriptions for the reasons a claim may be denied, thus eliminating the NIC requirement for a separate DENIED REASON NAME field. Codes provided on denied claims will exist in the list provided, and any changes to the list will be provided to OGB in a timely manner. All denial reasons will be clear and accurately reflect the actual condition causing the denial. Note: The denial reason code is required for all denied claims						
25		DENIED REASON	A/N	20	380-399	IF DENIED, THE REASON CODE FOR THIS DENIAL.
26		BILL TYPE CODE	A/N	3	400-402	CREATED BY HCFA AND PROVIDES THREE SPECIFIC PIECES OF INFORMATION. THE FIRST CHARACTER IDENTIFIES THE TYPE OF FACILITY. THE SECOND CLASSIFIES THE TYPE OF CARE. THE THIRD INDICATES THE SEQUENCE OF THIS BILL IN THIS PARTICULAR EPISODE OF CARE.
27	*	PLACE OF SERVICE	A/N	20	403-422	THE HCFA STANDARD PLACE OF SERVICE CODE
28	*	TYPE OF SERVICE	A/N	20	423-442	THE HCFA STANDARD TYPE OF SERVICE CODE ON THE CLAIM.
29	*	SERVICE UNITS COUNT	N	11	443-453	THE NUMBER OF UNITS OF SERVICE DESCRIBED BY THE PROCEDURE REFERENCED ON THIS CLAIM LINE.
30		ANESTHESIA MINUTES	N	11	454-464	WHEN APPROPRIATE, THIS CLAIM LINE LISTS THE NUMBER OF MINUTES OF ANESTHESIA THAT WAS RENDERED.
Fields 31-36: Employee refers to the contract holder (Primary Plan Participant(s)), identified as relation = '01' in the State of Louisiana's eligibility file provided to Blue Cross in a daily transmission.						

Appendix A-1 Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
31	*	EMPLOYEE SSN	A/N	11	465-475	THE CONTRACT HOLDER'S SOCIAL SECURITY NUMBER - LEFT JUSTIFIED AND FILLED WITH SPACES TO THE RIGHT. NO DASHES. THE FOREIGN WORKER NUMBER, WHEN APPROPRIATE.
32	*	EMPLOYEE ID QUALIFIER	A/N	1	476	INDICATES THE TYPE/ORIGIN OF THE IDENTIFYING NUMBER FROM THE BILL USED TO DETERMINE ELIGIBILITY: 'S'=SSN; 'P'=PLAN PARTICIPANT ID OF THE CONTRACT HOLDER
33	*	EMPLOYEE LAST NAME	A/N	40	477-516	THE LAST NAME OF THE CONTRACT HOLDER.
34	*	EMPLOYEE SEX	A/N	1	517	THE GENDER OF THE CONTRACT HOLDER. 'F' = FEMALE; 'M' = MALE; 'U' = UNKNOWN
35	*	EMPLOYEE DATE OF BIRTH	D	8	518-525	THE CONTRACT HOLDER'S DATE OF BIRTH FORMAT- CCYYMMDD
36	*	EMPLOYEE ZIP CODE	A/N	9	526-534	THE CONTRACT HOLDER'S FULL ZIP CODE, 5 OR 9 DIGITS AS AVAILABLE, NO DASHES.
Fields 37-46: Plan Participant refers to the patient for whom the charge or service was provided. For a claim to be paid, a Plan Participant must be eligible as of the date of the service. Plan Participant information must correspond to OGB's eligibility transmission.						
37	*	UNIQUE PLAN PARTICIPANT ID	A/N	8	535-542	THE PLAN PARTICIPANT'S UNIQUE IDENTIFIER FROM THE STATE OF LOUISIANA'S ELGIBILITY FEED.
38		PLAN PARTICIPANT SSN	A/N	11	543-553	THE PLAN PARTICIPANT'S SOCIAL SECURITY NUMBER - LEFT JUSTIFIED AND FILLED WITH SPACES TO THE RIGHT. NO DASHES. THE FOREIGN WORKER NUMBER, WHEN APPROPRIATE.
39	*	PLAN PARTICIPANT FIRST NAME	A/N	40	554-593	THE FIRST NAME OF THE PLAN PARTICIPANT (PATIENT)
40	*	PLAN PARTICIPANT LAST NAME	A/N	40	594-633	THE LAST NAME OF THE PLAN PARTICIPANT (PATIENT)
41	*	PLAN PARTICIPANT SEX	A/N	1	634	THE GENDER OF THE PLAN PARTICIPANT. 'F' = FEMALE; 'M' = MALE; 'U' = UNKNOWN
42	*	PLAN PARTICIPANT DATE OF BIRTH	D	8	635-642	THE PLAN PARTICIPANT'S DATE OF BIRTH. FORMAT- CCYYMMDD
43	*	PLAN PARTICIPANT ZIP CODE	A/N	9	643-651	THE PLAN PARTICIPANT'S FULL ZIP CODE, 5 OR 9 DIGITS AS AVAILABLE, NO DASHES.
Field 44: The relationship code will be consistent with that provided to Blue Cross in the daily eligibility transmission.						

Appendix A-1 Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	EOC	DESCRIPTION
44	*	RELATIONSHIP TO EMPLOYEE	A/N	2	652-653	THE RELATIONSHIP THIS PLAN PARTICIPANT HAS TO THE CONTRACT HOLDER. '01 = EMPLOYEE/CONTRACT HOLDER '02' = SPOUSE '03' = OTHER DEPENDENTS
Fields 45-46: The following should relate directly to a check written to a Plan Participant in the check register transmitted along with the month's claim file.						
45		PLAN PARTICIPANT CHECK NUMBER	A/N	10	654-663	FOR PAID CLAIMS, THE NUMBER OF THE CHECK USED TO PAY THE PLAN PARTICIPANT
46		PLAN PARTICIPANT CHECK AMOUNT	N	15	664-678	THE AMOUNT ON THE PLAN PARTICIPANT'S CHECK
FIELDS 47-57 AND 61-66: DIAGNOSIS AND PROCEDURE CODING WILL ADHERE TO ICD-9 STANDARD CODING. ONCE A PLAN AND SCHEDULE FOR TRANSITION TO ICD-10 CODING IS ESTABLISHED, DIAGNOSIS CODES AND PROCEDURE CODES WILL BE REVISITED TO PROVIDE OGB WITH AN ACCURATE REPRESENTATION OF THE CLINICAL ASPECTS OF THE CLAIM.						
47	*	PRIMARY DIAGNOSIS CODE	A/N	10	679-688	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE PRIMARY DIAGNOSIS FOR THE SERVICE PROVIDED
48		DIAGNOSIS CODE 2	A/N	10	689-698	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE SECOND DIAGNOSIS FOR THE SERVICE
49		DIAGNOSIS CODE 3	A/N	10	699-708	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE THIRD DIAGNOSIS FOR THE SERVICE
50		DIAGNOSIS CODE 4	A/N	10	709-718	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE FOURTH DIAGNOSIS FOR THE SERVICE
51		DIAGNOSIS CODE 5	A/N	10	719-728	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE FIFTH DIAGNOSIS FOR THE SERVICE
52		DIAGNOSIS CODE 6	A/N	10	729-738	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE SIXTH DIAGNOSIS FOR THE SERVICE
53		DIAGNOSIS CODE 7	A/N	10	739-748	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE SEVENTH DIAGNOSIS FOR THE SERVICE
54		DIAGNOSIS CODE 8	A/N	10	749-758	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE EIGHTH DIAGNOSIS FOR THE SERVICE
55		DIAGNOSIS CODE 9	A/N	10	759-768	THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE NINTH DIAGNOSIS FOR THE SERVICE
56		ADMIT DIAGNOSIS CODE	A/N	10	769-778	FOR INPATIENT CLAIMS, THE ICD-9-CM DIAGNOSIS CODE THAT IDENTIFIES THE ADMIT DIAGNOSIS FOR THIS CLAIM

Appendix A-1 Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
57	*	PROCEDURE CODE	A/N	10	779-788	THE ACTUAL PROCEDURE PERFORMED: - THE CPT PROCEDURE CODE ON HCFA FORMS - THE HCPCS PROCEDURE CODE ON UB92 FORMS - THE ADA PROCEDURE CODE ON DENTAL FORMS.
58		MODIFIER CODE 1	A/N	5	789-793	THE FIRST MODIFIER CODE ASSOCIATED WITH THE CPT/HCPC CODE ON A HCFA1500 CLAIM FORM
59		MODIFIER CODE 2	A/N	5	794-798	THE SECOND MODIFIER CODE ASSOCIATED WITH THE CPT/HCPC CODE ON A HCFA1500 CLAIM FORM
60		MODIFIER CODE 3	A/N	5	799-803	THE THIRD MODIFIER CODE ASSOCIATED WITH THE CPT/HCPC CODE ON A HCFA1500 CLAIM FORM
61		ICD9/10 PROCEDURE CODE 1	A/N	10	804-813	THE PRIMARY ICD9 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)
62		ICD9/10 DESCRIPTION 1	A/N	30	814-843	PROCEDURE CODE DESCRIPTION
63		ICD9 PROCEDURE CODE 2	A/N	10	844-853	THE SECOND ICD9 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)
64		ICD9/10 DESCRIPTION 2	A/N	30	863-883	PROCEDURE CODE DESCRIPTION
65		ICD9 PROCEDURE CODE 3	A/N	10	884-893	THE THIRD ICD9 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)
66		ICD9/10 DESCRIPTION 3	A/N	30	894-923	PROCEDURE CODE DESCRIPTION
67		ICD9 PROCEDURE CODE 4	A/N	10	924-933	THE FOURTH ICD9 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)
68		ICD9/10 DESCRIPTION 4	A/N	30	934-963	PROCEDURE CODE DESCRIPTION
69		ICD9 PROCEDURE CODE 5	A/N	10	964-973	THE FIFTH ICD9 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)
70		ICD9/10 DESCRIPTION 5	A/N	30	974-1003	PROCEDURE CODE DESCRIPTION
71		ICD9 PROCEDURE CODE 6	A/N	10	1004-1013	THE SIXTH ICD9 PROCEDURE CODE ORIGINATING FROM A UB92 CLAIM (HEADER LEVEL)
72		ICD9/10 DESCRIPTION 6	A/N	30	1014-1043	PROCEDURE CODE DESCRIPTION
73		RX DRUG CODE	A/N	11	1044-1054	FOR DRUGS ADMINISTERED, THE PRESCRIPTION DRUG CODE (NDC) FOR THE CLAIM LINE, FORMATTED 542, NO DASHES
Fields 68-69: The service provider must exist in the provider file transmitted along with the month's claim file.						
74	*	SERVICE PROVIDER ID	A/N	20	1055-1074	THE UNIQUE ID OF THE SERVICE PROVIDER ASSIGNED IN BLUE CROSS' CLAIMS PROCESSING SYSTEM.
75	*	NPI	A/N	10	1075-1084	THE SERVICE PROVIDER'S NPI
Fields 70-74: The pay-to provider must exist in the provider file transmitted along with the month's claim file.						

Appendix A-1 Medical Claims File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
76	*	PAY-TO PROVIDER ID	A/N	20	1085-1104	THE UNIQUE ID OF THE PAY-TO PROVIDER ASSIGNED IN BLUE CROSS' CLAIMS PROCESSING SYSTEM. THIS MAY BE THE SAME ID LISTED FOR THE SERVICE PROVIDER IF A SEPARATE PAYMENT ENTITY IS NOT ESTABLISHED.
77	*	NETWORK INDICATOR	A/N	1	1105	AT THE TIME OF SERVICE, THE PROVIDER'S STATUS: 'I' = IN NETWORK; 'O' = OUT OF NETWORK
78		PAY-TO TAX ID	A/N	10	1106-1115	THE TAX ID NUMBER FOR THE PAY-TO ENTITY FOR THIS PROVIDER
Fields 73-74: The following should relate directly to a check written to a provider in the check register transmitted along with the month's claim file.						
79		PROVIDER CHECK NUMBER	A/N	10	1116-1125	FOR PAID CLAIMS, THE NUMBER OF THE CHECK USED TO PAY THE PROVIDER
80		PROVIDER CHECK AMOUNT	N	15	1126-1140	THE AMOUNT ON THE PROVIDER'S CHECK
81		OVERRIDE CODE	A/N	3	1141-1143	IDENTIFIES THAT THE APPROVER OVERRODE THE SYSTEM-GENERATED PAYMENT AMOUNT. IDENTIFIES THE REASON THE APPROVER OVERRODE THE SYSTEM (CLAIM RELATED TO DETOXIFICATION, PAY BENEFIT FROM CREDIT-RESERVE, REJECTED LINE ITEM. ETC.)
82		BENEFIT LEVEL CAUSE CODE	A/N	2	1144-1145	IDENTIFIES THE REASON THE PATIENT SOUGHT MEDICAL CARE BLANK=N/A 0=GENERAL SICKNESS 1=PSYCHIATRIC 2=NORMAL MATERNITY 3=EMERGENCY ILLNESS 4=ROUTINE CARE 5=COMPLICATIONS OF PREGNANCY 6=ALCOHOLISM AND DRUG ADDICTION A=ACCIDENT
83		DISCHARGE STATUS CODE	A/N	2	1146-1147	IDENTIFIES THE STATUS OF THE PLAN PARTICIPANT'S INPATIENT STAY AS OF THE LAST SERVICE DATE ON THE CLAIM, RIGHT JUSTIFIED AND PREFIXED WITH ZERO
84		PLAN CODE	A/N	20	1148-1167	
85		FILLER	A/N	33	1168-1200	FOR FUTURE USE

Appendix A-2 Provider File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
Field 1: To simplify references, a provider may have more than one entry in the provider file. Specifically, a provider must be identified by services performed but may be paid as a separate entity from its identity as a service provider. Multiple entries may be caused by different addresses, tax requirements, and/or contractual responsibility to a group. Service providers are referenced in Fields 68 and 69 of Appendix A-1, Medical Claims File. Pay-to providers are referenced in Fields 70 through 74 of Appendix A-1.						
1	*	PROVIDER INTERNAL ID	A/N	20	1-20	THE UNIQUE ID FOR A SERVICE OR PAY-TO PROVIDER ASSIGNED BY BLUE CROSS IN CLAIMS PROCESSING
2	*	PROVIDER TAX ID	A/N	10	21-30	TAX ID OF THIS PROVIDER
3	*	NPI	A/N	10	31-40	THIS PROVIDER'S NATIONAL PROVIDER IDENTIFIER
4	*	PROVIDER DEA ID	A/N	10	41-50	THE FEDERAL DEA NUMBER OF THIS PROVIDER
Fields 5-8: A provider may refer to a physician, facility, or other care provider. Either office (Field 8) or person (Fields 5-7) or both must be named in the following 4 fields.						
5		PROVIDER LAST NAME	A/N	40	51-90	THE LAST NAME FOR THIS PROVIDER
6		PROVIDER FIRST NAME	A/N	40	91-130	THE FIRST NAME FOR THIS PROVIDER
7		PROVIDER MIDDLE INITIAL	A/N	1	131	THE MIDDLE INITIAL FOR THIS PROVIDER
8		PROVIDER OFFICE NAME	A/N	40	132-171	THE OFFICE NAME, CORPORATION NAME, OR LOCATION NAME OF THE OFFICE THIS PROVIDER OFFERS SERVICES.
9	*	PROVIDER ADDRESS LINE1	A/N	40	172-211	LINE 1 OF THE STREET ADDRESS PORTION OF THIS PROVIDER'S ADDRESS.
10		PROVIDER ADDRESS LINE2	A/N	40	212-251	LINE 2 OF THE STREET ADDRESS PORTION OF THIS PROVIDER'S ADDRESS.
11	*	PROVIDER CITY	A/N	40	252-291	THE CITY PORTION OF THIS PROVIDER'S ADDRESS
12	*	PROVIDER STATE	A/N	2	292-293	THE STATE PORTION OF THIS PROVIDER'S ADDRESS
13	*	PROVIDER ZIP	A/N	9	294-302	THE ZIPCODE OF THIS PROVIDER'S ADDRESS, 5 OR 9 DIGITS AS AVAILABLE, NO DASHES.
14		PROVIDER UPIN	A/N	20	303-322	THE UNIVERSAL PROVIDER IDENTIFICATION NUMBER
15		PROVIDER MEDICARE ID	A/N	20	323-342	THE MEDICARE IDENTIFIER FOR THIS PROVIDER
Fields 16-19: Blue Cross will keep current a file of specialty codes and descriptions used in their claims processing to OGB						
16	*	PROVIDER SPECIALTY	A/N	10	343-352	THE CODE FOR THE PROVIDER'S PRIMARY

Appendix A-2 Provider File						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
						SPECIALTY FROM THE BLUE CROSS SYSTEM.
17		PROVIDER SPECIALTY 2	A/N	10	353-362	A CODE FOR A PROVIDER'S SECONDARY SPECIALTY FROM THE BLUE CROSS SYSTEM.
18		PROVIDER SPECIALTY 3	A/N	10	363-372	A CODE FOR A PROVIDER'S SECONDARY SPECIALTY FROM THE BLUE CROSS SYSTEM.
19		PROVIDER SPECIALTY 4	A/N	10	373-382	A CODE FOR A PROVIDER'S SECONDARY SPECIALTY FROM THE BLUE CROSS SYSTEM.
20	*	PROVIDER TYPE	A/N	1	383	"F" – FACILITY, "P" – PHYSICIAN, "O" – OTHER, "Y" – PAY-TO, "G" - GROUP

Appendix A-3 Code Files						
FIELD	REQ	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
Field 1: A Code is the Contractor's distinct identifier for all codes of a type used in the data transferred to OGB. Code files are named by their type and must be transferred to OGB initially and whenever any changes to the codes of a type change or when codes are added. There are code tables for each non-standard code type, currently including provider specialties, denial reasons, types of service and override codes. Other non-standard coding may be discovered in the future, and, if so, this format may be used if appropriate for that use.						
1	*	CODE	A/N	20	1-20	THE CONTRACTOR'S UNIQUE IDENTIFIER FOR THIS CODE TYPE.
2	*	SHORT DESCRIPTION	A/N	100	21-120	THE CONTRACTOR'S MEANING FOR THE CODE IDENTIFIED.
3		LONG DESCRIPTION	A/N	400	121-520	IF NECESSARY, A MORE THOROUGH DESCRIPTION OF THE MEANING OF THE CODE DESCRIBED ABOVE.
Fields 3-4: Effective and Termination Dates may or may not apply to the code referenced. These fields may be left blank.						
4		EFFECTIVE DATE	D	8	521-528	THE FIRST DATE THE CODE CAME INTO USE. FORMAT- CCYYMMDD
5		TERMINATION DATE	D	8	529-536	THE LAST/FINAL DATE THE CODE WAS USED. FORMAT- CCYYMMDD

Appendix A-4 Drug Claims File

NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
1	RECORD IDENTIFIER	N	1	001-001	0=PROCESSOR RECORD
2	PROCESSOR NUMBER	N	10	002-011	THIS NUMBER IS ASSIGNED BY NCPDP TO IDENTIFY THE SOURCE OF THE TAPE, I.E. PHARMACY, WHOLESALE, HOSPITAL, SERVICE BUREAU, ETC.
3	BATCH NUMBER	N	5	012-016	THIS NUMBER IS ASSIGNED BY THE PROCESSOR. FORMAT=YYDDD YY=YEAR DDD=JULIAN DATE I.E. 92252=SEPT. 8, 1992
4	PROCESSOR NAME	A/N	20	017-036	PROCESSOR NAME
5	PROCESSOR ADDRESS	A/N	20	037-056	PROCESSOR ADDRESS
6	PROCESSOR LOCATION CITY	A/N	18	057-074	PROCESSOR CITY
7	PROCESSOR LOCATION STATE	A/N	2	075-076	PROCESSOR STATE
8	PROCESSOR ZIP CODE	A/N	9	077-085	PROCESSOR ZIP CODE, EXPANDED
9	PROCESSOR TELEPHONE NUMBER	N	10	086-095	TELEPHONE NUMBER FORMAT=AAAAEENNNN AAA=AREA CODE EEE=EXCHANGE CODE NNNN=NUMBER
10	RUN DATE	A/N	8	096-103	DATE ON WHICH TAPE WAS GENERATED BY CARRIER FORMAT=CCYYMMDD
11	THIRD PARTY TYPE	A/N	1	104-104	TYPE OF CLAIM M=GOVERNMENT P=PRIVATE
12	VERSION/RELEASE NUMBER	N	2	105-106	A NUMBER TO IDENTIFY THE FORMAT OF THE TRANSACTION SENT OR RECEIVED 10=1981 FORMAT TAPE 20=1991 FORMAT TAPE
13	EXPANSION AREA	A/N	187	107-293	RESERVED FOR FUTURE NCPDP CONTINGENCIES
14	UNIQUE FREE FORM	A/N	415	294-708	FILLER

Appendix A-4 Drug Claims File

NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
1	RECORD IDENTIFIER	N	1	001-001	2=PHARMACY RECORD
2	PROCESSOR NUMBER	N	10	002-011	THIS NUMBER IS ASSIGNED BYNCPDP TO IDENTIFY THE SOURCE OF THE TAPE, I.E. PHARMACY, WHOLESALER, HOSPITAL, SERVICE BUREAU, ETC.
3	BATCH NUMBER	N	5	012-016	THIS NUMBER IS ASSIGNED BY THE PROCESSOR. FORMAT=YYDDD YY=YEAR DDD=JULIAN DATE I.E. 92252=SEPT. 8, 1992
4	PHARMACY NUMBER	A/N	12	017-028	ID ASSIGNED TO A PHARMACY
5	PHARMACY NAME	A/N	20	029-048	NAME OF PHARMACY
6	PHARMACY ADDRESS	A/N	20	049-068	ADDRESS OF PHARMACY
7	PHARMACY LOCATION CITY	A/N	18	069-086	CITY OF PHARMACY
8	PHARMACY LOCATION STATE	A/N	2	087-088	STATE OF PHARMACY
9	PHARMACY ZIP CODE	A/N	9	089-097	ZIP CODE OF PHARMACY EXPANDED
10	PHARMACY TELEPHONE NUMBER	A/N	10	098-107	TELEPHONE NUMBER OF PHARMACY
11	EXPANSION AREA	A/N	211	108-318	RESERVED FOR FUTURE NCPDP CONTINGENCIES
12	UNIQUE FREE FORM	A/N	390	319-708	FILLER

Appendix A-4 Drug Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
1	RECORD IDENTIFIER	N	1	1-1	4=CLAIM RECORD
2	PROCESSOR NUMBER	N	10	2-11	THIS NUMBER IS ASSIGNED BY NCPDP TO IDENTIFY THE SOURCE OF THE TAPE, I.E. PHARMACY, WHOLESALER, HOSPITAL, SERVICE BUREAU, ETC.
3	BATCH NUMBER	N	5	12-16	THIS NUMBER IS ASSIGNED BY THE PROCESSOR. FORMAT=YYDDD YY=YEAR DDD=JULIAN DATE I.E. 92252=SEPT. 8, 1992
4	PHARMACY NUMBER	A/N	12	17-28	ID ASSIGNED TO A PHARMACY
5	PRESCRIPTION NUMBER	A/N	7	29-35	
6	DATE FILLED	A/N	8	36-43	DISPENSING DATE OF RX FORMAT=CCYYMMDD
7	NDC NUMBER	N	11	44-54	FOR LEGEND COMPOUNDS USE: 99999999999 SCHEDULE II: 99999999992 SCHEDULE III: 99999999993 SCHEDULE IV: 99999999994 SCHEDULE V: 99999999995 COMPOUNDS: 99999999996
8	DRUG DESCRIPTION	A/N	30	55-84	LABELNAME
9	NEW/REFILL CODE	N	2	85-86	00=NEW PRESCRIPTION 01-99=NUMBER OF REFILLS
10	METRIC QUANTITY	N	6	87-92	NUMBER OF METRIC UNITS OF MEDICATION DISPENSED (LEADING SIGN IF NEGATIVE)
11	DAYS SUPPLY	N	4	93-96	ESTIMATED NUMBER OF DAYS THE PRESCRIPTION WILL LAST
12	BASIS OF COST DETERMINATION	A/N	2	97-98	00=NOT SPECIFIED 01=AWP

Appendix A-4 Drug Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
					02=LOCAL WHOLESALER 03=DIRECT 04=EAC 05=ACQUISITION 06=MAC 6X=BRAND MEDICALLY NECESSARY 07=USUAL AND CUSTOMARY 08=UNIT DOSE 09=OTHER USED ON TAPE AND DISKETTE ONLY
13	INGREDIENT COST	N	10	99-108	COST OF THE DRUG DISPENSED. FORMAT-All financial fields should be 10 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "0000123.45" -123.45 would be expressed as "-000123.45"
14	DISPENSING FEE SUBMITTED	N	10	109-118	FORMAT-All financial fields should be 10 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "0000123.45" -123.45 would be expressed as "-000123.45"
15	CO-PAY AMOUNT	N	10	119-128	CORRECT CO-PAY FOR PLAN BILLED FORMAT-All financial fields should be 10 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "0000123.45"

Appendix A-4 Drug Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
					-123.45 would be expressed as "-000123.45"
16	SALES TAX	N	10	129-138	SALES TAX FOR THE PRESCRIPTION DISPENSED FORMAT-All financial fields should be 10 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "0000123.45" -123.45 would be expressed as "-000123.45"
17	AMOUNT BILLED	N	10	139-148	FORMAT-All financial fields should be 10 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "0000123.45" -123.45 would be expressed as "-000123.45"
18	PATIENT FIRST NAME	A/N	12	149-160	FIRST NAME OF PATIENT
19	PATIENT LAST NAME	A/N	15	161-175	LAST NAME OF PATIENT
20	DATE OF BIRTH	A/N	8	176-183	DATE OF BIRTH OF PATIENT FORMAT=CCYYMMDD
21	SEX CODE	A/N	1	184-184	0=NOT SPECIFIED 1=MALE 2=FEMALE
23	EMPLOYEE SSN	A/N	9	185-193	
24	OGB Internal Id-	A/N	8	194-201	See Appendix E (Eligibility File) Field number-33
25	FILLER	A/N	1	202-202	
26	RELATIONSHIP CODE	A/N	1	203-203	1=CARDHOLDER 2=SPOUSE 3=CHILD 4=OTHER
27	GROUP NUMBER	A/N	15	204-218	ID ASSIGNED TO CARDHOLDER GROUP OR EMPLOYER GROUP
28	PRESCRIBER ID	A/N	10	219-228	IDENTIFICATION ASSIGNED TO THE

Appendix A-4 Drug Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
					PRESCRIBER
29	DIAGNOSIS CODE	A/N	6	229-234	ICD-9 STANDARD DIAGNOSIS CODES
30	Document number	A/N	15	235-249	Document Number becomes relevant if the pharmacy made a mistake on the original script and instead of the original claim getting corrected, a new one was submitted
31	FILLER	A/N	12	250-261	
32	RESUBMISSION CYCLE COUNT	A/N	2	262-263	0 = ORIGINAL SUBMISSION 1 = FIRST RE-SUBMISSION 2 = SECOND RE-SUBMISSION
33	DATE PRESCRIPTION WRITTEN	A/N	8	264-271	DATE PRESCRIPTION WAS WRITTEN
34	DISPENSE AS WRITTEN (DAW)/PRODUCT SELECTION CODE	A/N	1	272-272	0 = NO PRODUCT SELECTION INDICATED 1 = SUBSTITUTION NOT ALLOWED BY PRESCRIBER 2 = SUBSTITUTION ALLOWED - PATIENT REQUESTED PRODUCT DISPENSED 3 = SUBSTITUTION ALLOWED PHARMACIST SELECTED PRODUCT DISPENSED 4 = SUBSTITUTION ALLOWED - GENERIC DRUG NOT IN STOCK 5 = SUBSTITUTION ALLOWED - BRAND DRUG DISPENSED AS A GENERIC 6 = OVERRIDE 7 = SUBSTITUTION NOT ALLOWED - BRAND DRUG MANDATED BY LAW 8 = SUBSTITUTION ALLOWED - GENERIC DRUG NOT AVAILABLE IN MARKETPLACE 9 = OTHER
35	ELIGIBILITY CLARIFICATION CODE	A/N	1	273-273	CODE INDICATING THAT THE PHARMACY IS CLARIFYING

Appendix A-4 Drug Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
					ELIGIBILITY BASED ON DENIAL 0 = NOT SPECIFIED 1 = NOT OVERRIDE 2 = OVERRIDE 3 = FULL TIME STUDENT 4 = DISABLED DEPENDENT 5 = DEPENDENT PARENT
36	COMPOUND CODE	A/N	1	274-274	CODE INDICATING WHETHER OR NOT THE PRESCRIPTION IS A COMPOUND 0=NOT SPECIFIED 1=NOT A COMPOUND 2=COMPOUND
37	NUMBER OF REFILLS AUTHORIZED	N	2	275-276	NUMBER OF REFILLS AUTHORIZED BY PRESCRIBER
38	DRUG TYPE	A/N	1	277-277	CODE TO INDICATE THE TYPE OF DRUG DISPENSED 0=NOT SPECIFIED 1=SINGLE SOURCE BRAND 2=BRANDED GENERIC 3=GENERIC 4=O.T.C. (OVER THE COUNTER)
39	PRESCRIBER LAST NAME	A/N	15	278-292	PRESCRIBER LAST NAME
40	POSTAGE AMOUNT CLAIMED	N	4	293-296	DOLLAR AMOUNT OF POSTAGE CLAIMED FORMAT- Field should be 4 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 1.23 would be expressed as "01.23" -1.23 would be expressed as "-1.23"
41	UNIT DOSE INDICATOR	A/N	1	297-297	CODE INDICATING THE TYPE OF UNIT DOSE DISPENSING DONE 0=NOT SPECIFIED 1=NOT UNIT DOSE 2=MANUFACTURER UNIT DOSE 3=PHARMACY UNIT DOSE

Appendix A-4 Drug Claims File					
NO	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
42	OTHER PAYOR AMOUNT	N	6	298-303	DOLLAR AMOUNT OF PAYMENT KNOWN BY THE PHARMACY FROM OTHER SOURCES FORMAT=positive 123.56 negative -12.45
43	FILLER	A/N	35	304-338	RESERVED FOR FUTURE NCPDP CONTINGENCIES
44	CONTRACT SSN	A/N	9	339-347	(Contract Holder's SSN)- RxClaim map from 1 st nine digits of Plan Participant ID number
45	COVERED AMOUNT	N	10	348-357	FORMAT-All financial fields should be 10 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "0000123.45" -123.45 would be expressed as "-000123.45"
46	PAID AMOUNT	N	10	358-367	FORMAT-All financial fields should be 10 characters long, zero filled, with an explicit decimal point and leading sign only when negative Example: 123.45 would be expressed as "0000123.45" -123.45 would be expressed as "-000123.45"
47	PAID DATE	A/N	8	368-375	Date of payment FORMAT = CCYYMMDD
48	FILLER	A/N	2	376-377	Spaces
49	Prescribe First Name	A/N	15	378-392	
50	Prescribe Last Name	A/N	25	393-417	
51	Prescribe MI	A/N	1	418-418	
52	Prescribe Address-1	A/N	55	419-473	
53	Prescribe Address-2	A/N	55	474-528	
54	Prescribe City	A/N	20	529-548	
55	Prescribe State	A/N	2	549-550	
56	Prescribe Zip Code	A/N	10	551-560	
57	Medicare D Eligible Indicator	A/N	1	561-561	Y = Medicare D eligible N = NOT Medicare D eligible
58	Filler	A/N	147	562-708	Spaces

Appendix A-5 Eligibility File

FIELD	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
1	CONTRACT HOLDER'S SSN	A/N	9	001-009	CONTRACT HOLDER'S SSN
2	PLAN PARTICIPANT LAST NAME	A/N	20	010-029	PLAN PARTICIPANT LAST NAME
3	PLAN PARTICIPANT FIRST NAME	A/N	15	030-044	PLAN PARTICIPANT FIRST NAME
4	PLAN PARTICIPANT MIDDLE INITIAL	A/N	1	045-045	PLAN PARTICIPANT MIDDLE INITIAL
5	ADDRESS 1	A/N	35	046-080	ADDRESS LINE 1
6	ADDRESS 2	A/N	35	081-115	ADDRESS LINE 2
7	CITY	A/N	30	116-145	CITY
8	STATE	A/N	2	146-147	STATE
9	ZIP CODE	A/N	13	148-160	ZIP CODE
10	BIRTH DATE	A/N	8	161-168	CCYYMMDD
11	PLAN EFFECTIVE DATE	A/N	8	169-176	CCYYMMDD- EARLIEST EFFECTIVE DATE OF UNINTERRUPTED COVERAGE WITHIN THE HEALTH PLAN/RATE TABLE/COVERAGE LEVEL COMBINATION.
12	TERMINATION DATE	A/N	8	177-184	CCYYMMDD- BLANK IF ACTIVE
13	CLIENT / AGENCY CODE	A/N	8	185-192	CODE CLIENT /AGENT
14	SUB CLIENT / SECTION OF AGENCY	A/N	4	193-196	SUB CLIENT OR SECTION AGENCY
15	TYPE OF COVERAGE	A/N	1	197-197	"E" – PLAN PARTICIPANT ONLY "C" – PLAN PARTICIPANT AND CHILD(REN) "S" – PLAN PARTICIPANT AND SPOUSE "F" – FAMILY
16	MEDICARE A PRIMARY EFFECTIVE DATE	A/N	8	198-205	CCYYMMDD(CAN BE BLANK)
17	MEDICARE B PRIMARY EFFECTIVE DATE	A/N	8	206-213	CCYYMMDD(CAN BE BLANK)
18	SEX CODE	A/N	1	214-214	MALE OR FEMALE(M/F)
19	STUDENT DATE	A/N	8	215-222	CCYYMMDD(CAN BE BLANK)
20	RELATION CODE <i>Current includes 04 - STUDENT</i>	A/N	2	223-224	01 – ENROLLEE 02 – SPOUSE 03 – CHILDREN OR OTHER DEPENDENTS
21	TRANSACTION DATE	A/N	8	225-232	CCYYMMDD

22	AGENCY EMPLOYMENT DATE	A/N	8	233-240	CCYYMMDD
23	PREEXISTING TERMINATION DATE	A/N	8	241-248	CCYYMMDD- PREEXISTING TERMINATION DATE(CAN BE BLANK)
24	CONTRACT HOLDER PHONE	A/N	12	249-260	
25	ENROLLEE STATUS FIELD	A/N	1	261-261	C - FOR THE WHOLE FAMILY IF THE PRIMARY PLAN PARTICIPANT(S) IS ON COBRA R- FOR THE PRIMARY PLAN PARTICIPANT(S) AND SPOUSE IF THE PRIMARY PLAN PARTICIPANT(S) IS RETIRED AND ACTIVE FOR THE CHILDREN A- FOR THE WHOLE FAMILY IF THE PRIMARY PLAN PARTICIPANT(S) IS ACTIVE
26	HANDICAPPED INDICATOR	A/N	1	262-262	"Y" = YES "N" = NO
27	MARRIAGE DATE	A/N	8	263-270	CCYYMMDD(CAN BE BLANK)
28	HIC NUMBER	A/N	12	271-282	MEDICARE CARD NUMBER.
29	COB DATE	A/N	8	283-290	CCYYMMDD- BEGINNING COVERAGE BY OTHER CARRIER NOT INCLUDING MEDICARE.
30	MEDICARE PRIMARY	A/N	1	291-291	"Y" = YES "N" = NO
31	PLAN PARTICIPANT SSN	A/N	9	292-300	PLAN PARTICIPANT SSN
32	RETIREE 100	A/N	1	301-301	SWITCH IS ALWAYS BLANK FOR DEPENDENTS Y/N
32	LAST CHANGE DATE	A/N	8	302-309	CCYYMMDD- DATE THE ENROLLMENT RECORD WAS LAST CHANGED

33	PLAN PARTICIPANT RECORD ID	A/N	8	310-317	OGB INTERNAL ID
34	CLAIM PAYMENT STOP DATE	A/N	8	318-325	CCYYMMDD- DATE BEYOND WHICH CLAIMS SHOULD NOT BE PAID BECAUSE OF NON-PAYMENT OF PREMIUMS
35	RATE TABLE	A/N	2	326-327	AC – ACTIVE CB - COBRA CD - COBRA DISABILITY CP - COBRA PART-TIME CS – COBRA STATE SUBSIDIZED R1 - RETIRED MEDICARE 1 R2 - RETIRED MEDICARE 2 RN - RETIRED NO MEDICARE THIS FIELD IS ALWAYS BLANK FOR DEPENDENTS
36	PLAN	A/N	4	328-331	
37	DRUG ACCUM	N	10	342-351	9999999.99 LEADING SPACES: SUM OF DRUG CLAIMS PAID INCLUDED IN LIFETIME ACCUM.
38 - 54	Other Fields Left Off File Format Lifetime Accumulator – N/A Drug Accumulator – Appears to be replaced with field #36 Mental Health Accumulator – N/A Country Code – Required Pre-existing Start Date – N/A Coverage Level Effective Date – Required Rate Table Effective Date – Required Product – N/A Retiree 100 Effective Date - Required Retiree 100 Termination Date – Required Medicare A Effective Date – Required Medicare A Termination Date – Required Medicare B Effective Date – Required Medicare B Termination Date – Required Medicare A Primary Termination Date – Required Medicare B Primary Termination Date – Required Survivor Type - Required				

Appendix A-6 Administrative Fee Billing

FIELD	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
1	INVOICE DATE	A/N	8	001-008	CCYYMMDD
2	ENROLLEE SSN	A/N	9	009-017	SOCIAL SECURITY NUMBER
3	ENROLLEE LAST NAME	A/N	20	018-037	LAST NAME
4	ENROLLEE FIRST NAME	A/N	20	038-057	FIRST NAME
5	ENROLLEE MIDDLE INITIAL	A/N	1	058-058	INITIAL
6	ENROLLEE COVERAGE TYPE	A/N	2	059-060	"EE"-EMPLOYEE ONLY "ES"-EMPLOYEE AND SPOUSE "EC"-EMPLOYEE AND CHILD(REN) "FM"-FAMILY
7	RATE TABLE CODE	A/N	2	061-062	"AC"- ACTIVE "CB"- COBRA "CD"- COBRA DISABILITY "CP"- COBRA PART-TIME "R1"- RETIRED MEDICARE 1 "R2"- RETIRED MEDICARE 2

Appendix A-6 Administrative Fee Billing					
FIELD	FIELD NAME	TYPE	LEN	LOC	DESCRIPTION
					"RN"- RETIRED NO MEDICARE
8	BILLING OR COVERAGE	A/N	8	063-070	CCYYMMDD
9	PREMIUM AMOUNT	N	7	071-80	FORMAT-SHOULD BE 7 CHARACTERS LONG, ZERO FILLED, WITH AN EXPLICIT DECIMAL POINT AND LEADING SIGN ONLY WHEN NEGATIVE EXAMPLE: 123.45 WOULD BE EXPRESSED AS "0000123.45" -123.45 WOULD BE EXPRESSED AS "-000123.45"
10	Record ID	N	8	081-088	OGB Internal Record ID
11	Product	N	6	089-094	PPO=PPO, HMO=HMO, OGBMOA=MAGNO OPEN, OGBML=MAGNO-LOCAL, OGBML =MAGNO-PLUS, OGBHSA=HAS, OGBHRA=HRA

Records Retention Schedule

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Agency No	Agency / Division / Section	Retention Period			Security	Archival	State Records Center	Vital	Remarks
Item Number	Records Series Title	In Office	In Storage	Total Retention					
	Division of Administration / Office of Group Benefits - Administration- Executive								
1	Internal Audit records (audited documents, reports, work papers, legislative audit reports)	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the CY in which report issued/project closed
2	Board and Committee Minutes	PERM		PERM	M	R	N	V	
3	Strategic Plan	ACT + 5 CY		ACT + 5 CY	P	S	N	I	ACT = until the end of the CY in which agency ceases to operate
4	Legal Files	ACT + 1 CY	9 CY	ACT + 10 CY	M	S	Y	V	ACT = until end of CY in which file is closed out.
5	Board Election Materials	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until end of CY in which election results are certified
6	Publications	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until end of CY in which agency ceases to exist
7	Records Management Files (Retention Schedules, Disposal Requests, Transmittals)	ACT + 10 CY		ACT + 10 CY	M	S	N	V	ACT = until end of CY in which agency ceases to exist

Permitted Retention Period Abbreviations ACT - Active Period (when used define term in remarks column) FY - Fiscal Year (July 1 - June 30) CY - Calendar Year (Jan 1 - Dec 31) AY - Academic Year (Aug 1 - July 31) FFY - Federal Fiscal Year (Oct 1 - Sept 30) MO - Months WK - Week DY - Day(s) PERM - Permanent	Security Status Codes P - Public Record M - May Contain Confidential Information C - Confidential Information Archival Processing Codes A - Transfer to State Archives R - Retain in Agency Archives S - Review by State Archives O - Other (Specify in Remarks)	State Records Center Use Y - Yes N - No Vital Record Identification Code V - Vital I - Important U - Useful	Agency Abbreviations
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 CRM 1/7/15
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Agency No	Agency / Division / Section	Retention Period				Security	Archival	State Records Center	Vital	Remarks
Item Number	Records Series Title	In Office	In Storage	Total Retention						
1	Special order forms, Personnel Action Requests, Travel Requests/Expense reports, requisitions and related correspondence/memos.	ACT + 2 CY	1 CY	ACT + 3 CY	M	S	Y	I	ACT = until end of the CY in which created or received	
2	General Correspondence (not related to other record series)	ACT + 2 CY	1 CY	ACT + 3 CY	M	S	Y	I	ACT = until end of the CY in which created or received.	
3	Supervisor Files	ACT + 1 CY	1 CY	ACT + 2 CY	M	S	Y	I	ACT = until end of CY in which supervision ends	
4	Visitor sign-in/Sign - Out Sheets	ACT + 2 CY	3CY	ACT + 5 CY	M	S	Y	U	ACT = until end of CY in which created or received.	
5	Time and Attendance Reports/Vendor Reports, PES, PPR, Leave requests, Overtime documentation and related correspondence/memos	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until end of CY in which created or received.	
6	Mail, Fax, Postage & Tracked Logs	ACT + 1 CY	2 CY	ACT + 3 CY	M	S	Y	I	ACT = until end of CY created or received.	
7	Budget records	ACT + 5 CY		ACT + 5 CY	P	S	N	I	ACT = until the end of the CY created or received.	
8	Contracts and agreements (including contract approval backup material)	ACT + 3 CY	7 CY	ACT + 10 CY	M	S	N	V	ACT = until end of CY in which contract or agreement expires or terminates.	
9	Notice of Intent to Contract (NIC), Request for Proposals and Reports	ACT + 3 CY		ACT + 3 CY	M	S	N	V	ACT = until end of CY in which contract is awarded	

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Agency Abbreviations PES = Personnel Evaluation System PPR = Personnel Performance Rating
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Agency No	Agency / Division / Section	Retention Period			Security	Archival	State Records Center	Vital	Indicate Use of Form
Item Number	Records Series Title	In Office	In Storage	Total Retention					<input type="checkbox"/> ORIGINAL SUBMISSION <input checked="" type="checkbox"/> RENEWAL <input type="checkbox"/> REPLACEMENT PAGE <input type="checkbox"/> ADDENDUM PAGE
									Remarks
1	Health Claims (including supplemental claims)	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate
2	Explanation of Benefits (EOBs)	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate
3	Medical Records	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate
4	Pre-determinations	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate
5	Case Management	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate
6	Medical Necessities	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate
7	Paid-In Vouchers	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate
8	Flexible Benefit Forms	ACT + 5 CY		ACT + 5 CY	C	S	N	V	ACT = until end of CY in which superseded, cancelled or revoked
9	Flexible Benefit Master File	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> Permitted Retention Period Abbreviations ACT – Active Period (when used define term in remarks column) FY – Fiscal Year (July 1 – June 30) CY – Calendar Year (Jan 1 – Dec 31) AY – Academic Year (Aug 1 – July 31) FFY – Federal Fiscal Year (Oct 1 – Sept 30) MO – Months WK – Week DY – Day(s) PERM – Permanent </div> <div style="width: 30%;"> Security Status Codes P – Public Record M – May Contain Confidential Information C – Confidential Information Archival Processing Codes A – Transfer to State Archives R – Retain in Agency Archives S – Review by State Archives O – Other (Specify in Remarks) </div> <div style="width: 20%;"> State Records Center Use Y – Yes N – No Vital Record Identification Code V = Vital I = Important U = Useful </div> <div style="width: 20%;"> Agency Abbreviations </div> </div>									

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Agency No	Agency / Division / Section	Retention Period			Security	Archival	State Records Center	Vital	Indicate Use of Form
Item Number	Records Series Title	In Office	In Storage	Total Retention					
	Division of Administration / Office of Group Benefits/ Eligibility, Quality Assurance and Compliance								
1	Eligibility Records for Life and Health Insurance	ACT + 3 CY	PERM	PERM	M	R	N	V	
2	Life Insurance Beneficiary Forms (OGB and Outside agencies held by OGB)	PERM		PERM	C	R	N	V	
3	Hospital Audits, Statistical Reports and Work papers	ACT + 10 CY		ACT + 10 CY	M	S	N	I	
4	Fraud and Abuse Case files and logs	ACT + 10 CY		ACT + 10 CY	C	S	N	V	
5	Health Claim Audits and work papers (including over \$500 plan member check audits)	ACT + 5 CY		ACT + 5 CY	C	S	N	I	
6	Special Reports (Outlier, Check Cycle)	ACT + 5 CY		ACT + 5 CY	M	S	N	I	
7	Reviews (Medical and Chiropractic)	ACT + 10 CY		ACT + 10 CY	C	S	N	I	
Permitted Retention Period Abbreviations ACT - Active Period (when used define term in remarks column) FY - Fiscal Year (July 1 - June 30) CY - Calendar Year (Jan 1 - Dec 31) AY - Academic Year (Aug 1 - July 31) FFY - Federal Fiscal Year (Oct 1 - Sept 30) MO - Months WK - Week DY - Day(s) PERM - Permanent		Security Status Codes P - Public Record M - May Contain Confidential Information C - Confidential Information Archival Processing Codes A - Transfer to State Archives R - Retain in Agency Archives S - Review by State Archives O - Other (Specify in Remarks)		State Records Center Use Y - Yes N - No Vital Record Identification Code V - Vital I - Important U - Useful	Agency Abbreviations				

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ATTACHMENT VI: DESTRUCTION AND IMAGING SYSTEM SURVEY COMPLIANCE

Imaging System Survey Compliance

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

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

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

Further, to ensure compliance with OGB's Schedules (Exhibit E) and applicable Laws, Contractor shall not destroy or otherwise dispose of any OGB records unless records are converted to digital images and thereafter approved for destruction or other disposition by the Secretary of State. Contractor shall request expedited authority to destroy or make other disposition of converted records by email to disposals@sos.louisiana.gov with "EDR_I2014-009 OGB [contractor name]" in the subject line, carbon copy to OGB.Records@la.gov, and a description of the subject records per the OGB Schedules (such as "Health Claims, scanned and

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

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

inspected, for the week/month of X”) in the body. Upon receiving approval of the Secretary of State to destroy or make other disposition of the requested records, Contractor shall commence destruction or other such approved disposition of said records. Contemporaneously therewith, Contractor shall complete a Certificate of Destruction (SSARC 933) form which shall be forwarded to the Records Officer. All SSARC forms can be found on the Louisiana Secretary of State’s website <http://www.sos.la.gov/HistoricalResources/ManagingRecords/GetForms/Pages/default.aspx>.

ATTACHMENT VII: BLUE CROSS BLUE SHIELD OF LOUISIANA / STATE OF LOUISIANA OFFICE OF GROUP BENEFITS SUBROGATION AND WORKERS' COMPENSATION PROCESS AND PROCEDURES

Blue Cross and Blue Shield of Louisiana /State of Louisiana Office of Group Benefits Subrogation and Workers' Compensation Process and Procedures

I. SUBROGATION AND WORKERS' COMPENSATION PROCESS STATEMENT

In addition to the applicable terms and conditions of the Contract effective January 1, 2016, between State of Louisiana, Office of Group Benefits ("OGB"), and Louisiana Health Service and Indemnity Company, d/b/a Blue Cross and Blue Shield of Louisiana ("Contractor"), the following Process Statement of Process and Procedures (the "Process and Procedures") shall apply:

If Contractor becomes aware of a subrogation, other third-party recovery, reimbursement claim, or workers' compensation case (hereinafter collectively referred to as "subrogation"), Contractor shall use its standard processes and procedures as outlined herein to attempt to recover any paid benefits related to the subrogation matter.

Any use or disclosure under this Process and Procedures of protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act ("HIPAA") and the regulations issued thereunder, shall be subject to the terms and conditions of the HIPAA business associate addendum between OGB and Contractor.

II. CASE INITIATION

A. System Generated Injury Illness Inquiry

For claims received with dates of service prior to October 1, 2015, the Contractor claims processing system is programmed to generate an Injury Illness Inquiry ("III") letter to Plan Participants on claims filed with an accident indicator or identifying accident ICD-9 diagnosis code (listed below) when corresponding paid benefits total \$500.00.

Code	Description
3609	Unspecified disorder of globe
005.1 – 005.9	Food poisoning
027.0 – 027.9	Listeriosis
3739	Unspecified inflammation of eyelid
3881 – 3882	Noise effects on inner ear
4100 – 41189	Heart attacks
495 – 496	Inhalation of foreign products/ lung damage
5060 – 5069	Respiratory conditions
550 – 55129	Hernia

692 – 6929	Dermatitis and related conditions
717 – 7199	Knee injury
720 – 724	Intervertebral disc disorders
800 – 8977	Fractures
901 – 9299	Injury to blood vessels
940 – 9495	Burns
950 – 95989	Injury to nerves and spinal cord
9810 – 9839	Toxic effect of corrosive aromatics, and acids
9870 – 9879	Toxic effect of gases, fumes, or vapors
E8100 – E8499	Auto Accident

For claims received with dates of service on or after October 1, 2015, the Contractor claims processing system will generate a III letter on claims filed with an accident indicator or identifying accident ICD-10 diagnosis code when corresponding paid benefits total \$500.00. Contractor can provide OGB with a spreadsheet which lists these ICD-10 diagnosis codes.

A total of three (3) III letters will be generated to the Plan Participant, if necessary, as outlined below. If a response is not received from the Plan Participant within 60 days of the initial III letter, a second III letter will be generated. If a response is not received from the Plan Participant within 90 days of the initial III letter, a third III letter will automatically generate. If a response is not received from the Plan Participant within 120 days after the initial III letter, the letter cycle will be closed.

If within 180 days of the initial III letter generation another claim is submitted that is related to the same accident which precipitated the original III letter, Contractor's system will not generate an additional III letter on this claim. If another claim is paid that matches the Contractor criteria after the 180 days has passed, the III letter system will begin again.

B. Other Methods of Establishing a Subrogation Case

Other methods used by Contractor to establish a subrogation case are as follows:

- Correspondence from a Plan Participant, their representative, another health plan or insurance company, or any other source;
- Notification from OGB;
- Telephone call from a Plan Participant, their representative, another health plan or insurance company, or any other source;
- Publications (legal or otherwise) or pretrial investigations;
- Other Party Liability information from other Blue Cross Plans;
- Request or receipt of a refund; and/or
- Any other means of notification.

III. CASE PURSUIT

Once it is established that a Plan Participant's claim(s) is/are subject to subrogation or recovery, Contractor shall perform the following tasks.

A. Case Entry and Claim Review

A case is entered in the Subrogation Database. This includes any information obtained regarding the incident giving rise to the injuries/treatment. The Subrogation Specialist will generate an itemization of all related claims and benefits paid or applied toward the Plan Participant's deductible since the date of the incident.

B. Notification of Subrogation Interest

The Subrogation Specialist will send written notification regarding the subrogation interest to all involved parties. This notification includes the above described itemization.

Additionally, within 30 days of receiving OGB transferred cases, Contractor will send a letter notifying the involved parties of Contractor's contact information and subrogation collection role.

C. Case Monitoring

The Subrogation Specialist will regularly review open cases to protect the subrogation interest. Updated itemizations of related claims and paid benefits will be generated and sent to all interested parties. Any information obtained during the pursuit of a case will be entered into the Subrogation Database and saved electronically.

IV. AUTHORITY

Contractor has authority to reduce, waive, or otherwise compromise any subrogation claim up to 20% of the total benefits paid (hereinafter referred to as the "discretionary reduction").

For all cases, Contractor will attempt to settle for the full amount of benefits paid. Notwithstanding, Contractor will make further attempts to reduce, waive, or otherwise compromise OGB's subrogation interest as a contribution to the Plan Participant's litigation expenses as set forth below:

- Up to 20% (discretionary reduction) of the total paid benefits for cases in which the Plan Participant was compensated for his/her damages without filing suit; and
- 25% to 30% of the total paid benefits for cases in which the Plan Participant was compensated for his/her damages after retaining counsel and filing suit.

- For reductions, waivers, or compromises of more than 30% for a contribution to the Plan Participant's litigation expenses, or for other reasons such as "made whole," "comparative negligence," "causation," or "split liability," Contractor will consult first with OGB's Division of Administration counsel, which counsel shall maintain the discretion to pursue OGB authority for any additional reductions.

Contractor will use reasonable efforts to identify and to refer to OGB's Division of Administration counsel any subrogation case that requires payment from, or negotiation with, the Division of Administration, the Office of Risk Management or with the Louisiana Department of Justice, the Attorney General or an attorney appointed by, or a representative of, the Attorney General.

V. COMPLETION OF SETTLEMENT

A. Settlement Documents and Discussions

The Subrogation Specialist will document any settlement discussions and preserve any settlement documents for each case. The Subrogation Specialist will attempt to obtain a copy of the Plan Participant's settlement agreement with the tortfeasor, if any, on all subrogation cases.

B. Release Documents

Any release requiring signature by Contractor from the settling parties to effectuate settlement will be reviewed by the Contractor's attorney managing the Subrogation Unit.

C. OGB Recoveries

Any recoveries made by Contractor on behalf of OGB will be credited to claims and will be represented on the OGB claims billing report. Contractor will also provide OGB with a monthly check for those subrogation recoveries which cannot be credited to a corresponding claim, along with a spreadsheet detailing the following information:

- Primary Plan Participant(s) Contract number;
- Primary Plan Participant(s) name;
- Plan Participant name;
- OGB file number (if any);
- Date payment received;
- Date of accident;
- Total benefits paid; and
- Amount recovered.

VI. MONTHLY REPORTING

The following reports will be provided to OGB on a monthly basis.

A. Outstanding Injury Illness Inquiry

This report indicates the III letters that have been sent to the Plan Participant with no response and the status of III letter generation (i.e., first letter, second letter, etc.).

B. System Closed Injury Illness Inquiry

This report shows the inquiries that were automatically closed because the three III letters were not returned by the Plan Participant and 120 days has passed since the initial letter. This report will include the benefits paid for each Plan Participant that triggered the III letters.

C. Injury Illness Inquiry Returned - No Subrogation Involvement

This report indicates that the Plan Participant has returned the III letter noting that his/her treatment was not related to an accident. This report will include the benefits paid for each Plan Participant that triggered the III letters. Unless other available facts indicate otherwise, these cases will be considered closed.

D. No Third Party Funds Available

This report indicates that while subrogation was involved, there were no third-party funds, as opposed to inadequate funds, to compensate the Plan Participant for his/her damages. Unless other available facts indicate otherwise, these cases will be closed.

E. Active Cases

This report shows all active cases Contractor is pursuing. This report will include the following:

- Contract number;
- Primary Plan Participant(s) name;
- Plan Participant name;
- Date of accident;
- Date case was opened;
- Amount recovered; and
- Total benefits paid.

F. New Cases

This report shows the number of new cases opened for the month being reported.

G. Closed Cases

This report details the number of cases closed for the month being reported, including a separate number for OGB transferred cases closed and a separate number for Contractor new cases closed. This report will include the following:

- Contract number;
- Primary Plan Participant(s) name;
- Plan Participant name;
- Date of accident;
- Date case was closed;
- Total benefits paid; and
- Amount recovered.

VII. LITIGATION OR COURT INTERVENTION

If Contractor receives notice of legal proceedings in connection with an OGB subrogation claim, or if it deems it prudent for OGB to enforce its subrogation rights by instituting legal proceedings, notice and all documents and information will be forwarded to OGB for handling.

Contractor will not initiate court proceedings on behalf of OGB. OGB will provide written notice of any election to retain counsel or pursue any subrogation case on its own. OGB will be solely responsible for the fees of any counsel retained by or on behalf of OGB.

Amendment to Agreement Between

**State of Louisiana
Division of Administration
Office of Group Benefits (OGB)**

And

**Louisiana Health Service & Indemnity Company d/b/a
Blue Cross and Blue Shield of Louisiana and its subsidiary HMO Louisiana, Inc.
5525 Reitz Avenue, Baton Rouge, LA 70809-3802**

CHANGE FROM:

18 COMPLIANCE WITH LAWS

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

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

CHANGE TO:

18 COMPLIANCE WITH LAWS

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

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, gender identity, 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 immediate termination of this Contract.

CHANGE FROM:

Attachment I: Scope of Services – p.41 General

- **Enrollment Tool.** Provide OGB with a fully tested and operational web-based enrollment tool no later than June 30, 2016 that includes the following functionalities: self-service enrollment, benefits administration for medical plans offered by OGB, payroll/deduction system, billing and financial reporting and other system reports. Contractor will provide implementation support. All outages in excess of one (1) hour should be promptly reported to the Contract Supervisor if between the hours of 8AM and 8PM, Central Standard Time, Monday through Saturday.

CHANGE TO:

Attachment I: Scope of Services – p.41 General

- **Enrollment Tool.** Provide OGB with a fully tested and operational web-based enrollment tool no later than December 31, 2016 that includes the following functionalities: self-service enrollment, benefits administration for medical plans offered by OGB, payroll/deduction system, billing and financial reporting and other system reports. Contractor will provide implementation support. All outages in excess of one (1) hour should be promptly reported to the Contract Supervisor if between the hours of 8AM and 8PM, Central Standard Time, Monday through Saturday.

CHANGE FROM:

Attachment I: Scope of Services – p.58 Performance Guarantees

Metric	Performance Standard	Penalty Percent at Risk Annually
Enrollment Tool		
Enrollment Tool Access	Fully tested and operational web-based enrollment tool by June 30, 2016, with continual and ongoing access thereafter by OGB and its Primary Plan Participant(s) Monday – Saturday, 8AM – 8PM, Central Standard Time.	2.5%

CHANGE TO:

Attachment I: Scope of Services – p.58 Performance Guarantees

Metric	Performance Standard	Penalty Percent at Risk Annually
Enrollment Tool		
Enrollment Tool Access	Fully tested and operational web-based enrollment tool by December 31, 2016, with continual and ongoing access thereafter by OGB and its Primary Plan Participant(s) Monday – Saturday, 8AM – 8PM, Central Standard Time.	2.5%

Effective Date of Amendment: June 8, 2016

Justification for Amendment: To amend Compliance With Law provision and to amend the timeframes for implementation of the functionalities included in the web-based enrollment tool.

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

All other provisions of the Contract shall remain in full force and effect. Any conflict between the Contract and this Amendment regarding the subject matters of this Amendment shall be resolved in favor of this Amendment.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

IN WITNESS THEREOF, this Amendment is signed and entered into on the date included below.

**LOUISIANA HEALTH SERVICES &
INDEMNITY COMPANY d/b/a BLUE
CROSS AND BLUE SHIELD OF LOUISIANA**

BY: 

NAME: GINA LAIRD

TITLE: Interim SRP Benefit Operations

DATE: 6-10-16

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS**

BY: 

NAME: Susan T. West

TITLE: Chief Executive Officer

DATE: 6-14-16

BY: 

NAME: Barbara Goodson

TITLE: Deputy Commissioner

DATE: 6-11-16

Amendment to Agreement Between

**State of Louisiana
Division of Administration
Office of Group Benefits (OGB)**

And

**Louisiana Health Service & Indemnity Company d/b/a
Blue Cross and Blue Shield of Louisiana and its subsidiary HMO Louisiana, Inc.
5525 Reitz Avenue, Baton Rouge, LA 70809-3802**

CHANGE FROM:

3.6 PERFORMANCE GUARANTEES

Contractor will measure performance guarantees on a client-specific basis and report OGB's results on a monthly basis. OGB and Contractor shall mutually agree to any modifications to the performance guarantees each calendar year; however, forty-five (45) percent of Contractor's annual administrative fees will remain at risk. All guarantees must be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days of the end of the calendar year.

Performance Guarantees: With respect to the services Contractor provides to OGB under this Contract, Contractor agrees to provide such services consistent with the performance guarantees subject to a maximum of forty-five (45) percent of the total Contract annual administrative fees as identified in Attachment I.

In the event that any failure by Contractor to meet any Performance Guarantees is due partially or wholly to (i) a "force majeure" as defined in the Contract, (ii) failure of the OGB to perform its obligations under the Contract, (iii) actions or inactions of the OGB that adversely impact Contractor's ability to meet the Performance Guarantees (e.g., changes in benefit design not adequately communicated to Contractor or Plan Participants and benefit designs that substantially change the Plan Participants' rights under the Plan), or (iv) acts or omissions of the OGB's third-party vendors/suppliers, as adequately demonstrated to the OGB, penalties may be reduced or waived at OGB's reasonable discretion. To be considered under this provision, Contractor shall provide written notice to OGB within five (5) business days of any asserted circumstance(s) referenced above and shall report in writing all details of the circumstance(s) and its effect on performance within ten (10) business days. In such case, the Contractor and OGB will work together to reach a mutually agreeable remedy for the underlying issue.

Audit: OGB reserves the right to audit performance guarantee reports on an annual basis. A third-party or internal resources may be utilized to perform this audit. The results of the audit will determine Contractor's liability for penalties, if any.

Measurement Periods: The first period to be measured shall be January 1, 2016 through December 31, 2016. The second period will be for calendar year 2017, and the third period for calendar year 2018. The fourth period, subject to the renewal option, will be for calendar year 2019, and the fifth period, subject to the renewal option, will be for calendar year 2020. If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

CHANGE TO:

3.6 PERFORMANCE GUARANTEES

Contractor will measure performance guarantees on a client-specific basis and report OGB's results on a monthly basis. OGB and Contractor shall mutually agree to any modifications to the performance guarantees each calendar year; however, forty-two and one-half (42.5) percent of Contractor's annual administrative fees will remain at risk. All guarantees must be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days of the end of the calendar year.

Performance Guarantees: With respect to the services Contractor provides to OGB under this Contract, Contractor agrees to provide such services consistent with the performance guarantees subject to a maximum of forty-two and one-half (42.5) percent of the total Contract annual administrative fees as identified in Attachment I.

In the event that any failure by Contractor to meet any Performance Guarantees is due partially or wholly to (i) a "force majeure" as defined in the Contract, (ii) failure of the OGB to perform its obligations under the Contract, (iii) actions or inactions of the OGB that adversely impact Contractor's ability to meet the Performance Guarantees (e.g., changes in benefit design not adequately communicated to Contractor or Plan Participants and benefit designs that substantially change the Plan Participants' rights under the Plan), or (iv) acts or omissions of the OGB's third-party vendors/suppliers, as adequately demonstrated to the OGB, penalties may be reduced or waived at OGB's reasonable discretion. To be considered under this provision, Contractor shall provide written notice to OGB within five (5) business days of any asserted circumstance(s) referenced above and shall report in writing all details of the circumstance(s) and its effect on performance within ten (10) business days. In such case, the Contractor and OGB will work together to reach a mutually agreeable remedy for the underlying issue.

Audit: OGB reserves the right to audit performance guarantee reports on an annual basis. A third-party or internal resources may be utilized to perform this audit. The results of the audit will determine Contractor's liability for penalties, if any.

Measurement Periods: The first period to be measured shall be January 1, 2016 through December 31, 2016. The second period will be for calendar year 2017, and the third period for calendar year 2018. The fourth period, subject to the renewal option, will be for calendar year 2019, and the fifth period, subject to the renewal option, will be for calendar year 2020.

If the performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the Measurement Period.

CHANGE FROM:

26 NOTICE

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

To OGB:

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

or

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

To Contractor:

Mr. Mike Reitz
Attn: President and Chief Executive Officer
Blue Cross and Blue Shield of Louisiana
5525 Reitz Avenue
Baton Rouge, LA 70809-3802

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

CHANGE TO:

26 NOTICE

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

To OGB:

Tommy Teague, CEO
Office of Group Benefits
Post Office Box 44036
Baton Rouge, LA 70804

or

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

To Contractor:

Dr. I. Steven Udvarhelyi
Attn: President and Chief Executive Officer
Blue Cross and Blue Shield of Louisiana
5525 Reitz Avenue
Baton Rouge, LA 70809-3802

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

REPLACE ATTACHMENT I: SCOPE OF SERVICES with the attached REVISED ATTACHMENT I: SCOPE OF SERVICES.

CHANGE FROM:

Attachment II: Rate Schedule

	Fixed Monthly Administrative Fee Per Primary Plan Participant Per Month)
January 1, 2016** – December 31, 2018	\$23.25

CHANGE TO:

Attachment II: Rate Schedule

	Fixed Monthly Administrative Fee Per Primary Plan Participant Per Month)
January 1, 2016 – December 31, 2016	\$23.25
January 1, 2017 – December 31, 2018	\$22.27

Effective Date of Amendment: December 30, 2016

Justification for Amendment: This amendment provides for the removal of the enrollment tool implementation requirement and associated terms from the scope of services. Given the nature and complexity of the OGB enrollment and billing processes and procedures, OGB will direct the procurement of a comprehensive enrollment and billing tool.

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

All other provisions of the Contract shall remain in full force and effect. Any conflict between the Contract and this Amendment regarding the subject matters of this Amendment shall be resolved in favor of this Amendment.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

IN WITNESS THEREOF, this Amendment is signed and entered into on the date(s) stated below.

LOUISIANA HEALTH SERVICES &
INDEMNITY COMPANY d/b/a BLUE
CROSS AND BLUE SHIELD OF LOUISIANA

BY: [Signature]
NAME: L. STEVEN WARCHAL, MD
TITLE: President and CEO
DATE: 1/31/17

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS

BY: [Signature]
NAME: Tommy Teague
TITLE: Chief Executive Officer
DATE: 1/24/17

ATTACHMENT I: SCOPE OF SERVICES (REVISED)

Overview

Contractor will partner with OGB to provide innovative solutions for medical program management including efficient Claims processing, network management, and population health management. The Contractor is expected to drive health risk improvement and mitigation of rising costs of health care in order for OGB to continue to provide the best value to its Plan Participants.

Below is a list of services the Contractor will be responsible for providing effective January 1, 2016, unless otherwise specified.

Regulatory

- **Benefit Plan Document/Summary Plan Description.** Prepare and print a document containing a description of the covered benefits provided by the Plan to be used by OGB as a Summary Plan Description. However, it will be OGB's responsibility to review the draft prepared by Contractor and approve the document in writing as correct in the description of the benefits and compliant with all applicable laws and regulations, before dissemination to its Primary Plan Participant(s). If any changes to the draft prepared by Contractor are needed, OGB will request such changes in writing. Contractor shall update the draft to include OGB's requested changes and submit the revised draft to OGB within five (5) business days. Contractor will have no liability for any non-compliance of the document with ERISA, as applicable, or any other standards, or any inaccuracies in regard to the benefit descriptions, statements, disclosures, or any other information contained in the document. If OGB fails to return the document to Contractor at least forty-five (45) days prior to the first day of the next Plan year, Contractor will have the right to consider the last Schedule of Benefits/Benefit Plan submitted to OGB as final and approved in regards to the benefit description for the purpose of rendering the services contracted under the Contract.
- **Summary of Benefits and Coverage Document.** Prepare a Summary of Benefits and Coverage ("SBC") Document to be used by OGB. Contractor will provide to OGB the SBC within ten (10) business days after it has received from OGB all the benefits information Contractor needs to draft the document. Contractor will not be held responsible for any delays in the distribution of SBCs to Primary Plan Participant(s), unless it has assumed responsibility for such distribution in writing and OGB has submitted the information timely. In any case, it will be OGB's responsibility to review the draft prepared by Contractor. If any changes to the draft prepared by Contractor are needed, OGB will request such changes in writing. Contractor shall update the draft to include OGB's requested changes and submit the revised draft to OGB within five (5) business days. If no changes are required, OGB will approve the document in writing as correct in the description of benefits and compliant with all applicable laws and regulations. Contractor will have no liability for any non-compliance of the document

with the law, or any inaccuracies in regard to the benefit descriptions, statements, disclosures, or any other information contained in the document.

The SBC will be prepared by Contractor in the English language. Contractor will not be responsible for any translations of the SBC or any other Plan documents into any other language.

- Dissemination of Summary of Benefits and Coverage to Primary Plan Participant(s). Distribute to Primary Plan Participant(s) a Summary of Benefits and Coverage (“SBC”) at the beginning of the Contract, upon renewal of the Contract, or when changes made by OGB to the Plan would require the distribution of a new SBC to all Primary Plan Participant(s). Distribution of the SBCs shall be accomplished by Contractor placing electronic copies of the SBCs on Contractor’s OGB designated website. Contractor will not be liable to OGB or to Primary Plan Participant(s) if SBCs are not distributed within legally required timeframes due to OGB’s failure to provide benefit descriptions or benefit changes on time under this Section.

Note: Taxes and fees including but not limited to the Transitional Reinsurance Program fees and the Patient Certified Outcome Research Institute (PCORI) fees are the responsibility of OGB and are not included in the Administrative Fees.

- Notices
 - Women’s Health and Cancer Rights Act (“WHCRA”) Notices. Contractor will provide a notice to Primary Plan Participant(s) under the Women’s Health and Cancer Rights Act of 1998.
 - HIPAA Authorized Delegate Form. Contractor will provide a HIPAA Authorized Delegate Form to Primary Plan Participant(s).
 - HIPAA Privacy Notice. Contractor will provide each Primary Plan Participant(s) with Contractor’s HIPAA privacy notice, in the event that Primary Plan Participant(s) need to contact Contractor’s Privacy Department. OGB will prepare and Contractor will provide OGB’s HIPAA privacy notice to Primary Plan Participant(s).
 - Balance Billing Disclosure Notice. Contractor will provide a Balance Billing Disclosure Notice to Primary Plan Participant(s).
 - Notices Required by Patient Protection Affordable Care Act (“PPACA”) or Other Laws. Contractor will not prepare or distribute any Plan Participant notices required under the Patient Protection and Affordable Care Act or any other state or federal law, unless Contractor assumes responsibility thereof in writing or under the Contract. This includes, but is not limited to, Genetic Information Non-discrimination Act (“GINA”) notices, Michelle’s Law notices, or COBRA notices.

Medical Claims Administration

- Enrollment and Eligibility. Based upon OGB’s determination and written communication to Contractor of a Plan Participant’s eligibility for benefits provided under the Plan, Contractor will enroll Plan Participant to receive Plan benefits in accordance with Plan provisions and process any certificates of creditable coverage received by Contractor. Contractor will to the best of its ability, utilizing its current commercial process, make eligibility determinations for eligible over-age dependents.

Contractor will accept OGB's standard file layout for the initial eligibility enrollment file. OGB's request for Contractor to enroll subsequent Plan Participants will be subject to Contractor's subsequent enrollment processes.

- Plan Participant Materials. Prepare and distribute to each new Primary Plan Participant(s) within thirty (30) days of receipt of confirmation from OGB as to the validity of the enrollment application and Plan Participant the following materials:
 1. A plan document, which includes information on all covered services, including, but not limited to: benefits, limitations, exclusions, copayments, coinsurances and deductibles, policies and procedures for utilizing clinical and administrative services, conditions under which an individual's membership may be terminated, procedures for registering complaints or filing grievances against the Contractor or any providers participating in a contractual agreement with the Contractor.
 2. Directions to access an online directory of providers, which includes all network physicians, hospitals and specialty facilities. Hard copies of provider directories and certificates of coverage must be available upon request.
 3. Contractor will supply identification cards to Primary Plan Participant(s) of the Plan when necessary. New cards will be issued to all Primary Plan Participant(s) of the Plan when OGB is serviced by Contractor for the first time. Thereafter, new cards will only be issued on an individual basis, when Primary Plan Participant(s) make changes to their coverage upon annual or any other special enrollment that require the issuance of a new card, whenever OGB adds new Primary Plan Participant(s) to the Plan during a plan year, or whenever a card duplicate is requested at no additional charge to OGB or the Primary Plan Participant(s). Additional cards for family Plan Participants shall also be provided upon request and at no additional charge to OGB or the Plan Participant.
 4. Summary of Benefits and Coverage and Uniform Glossary, as required by the federal PPACA and/or state law and/or rules and regulations promulgated pursuant thereto. If requested by OGB, Contractor shall provide printed SBC documents to OGB for distribution to eligible employees who are not enrolled in a medical plan.
- Claims Processing and Payment. Process Claims and determine payment levels based on the appropriate allowable charge, pursuant to the terms of the Benefit Plan as construed by Contractor, incurred and timely submitted on or after the Effective Date.
 - 1) OGB has the full, final, binding and exclusive discretion to determine eligibility of benefits and to interpret the terms of the Benefit Plan as may be necessary in order to make Claim determinations. Should OGB decide to overturn a benefit determination made by Contractor, it shall notify Contractor in writing prior to payment of the Claim.

- 2) Contractor shall make coverage determinations and decide, in accordance with the Plan, the eligibility for payment of Claims incurred and submitted to it during the term of the Contract.
 - 3) Claims will be processed in the order received by Contractor and will not be reprocessed due to out of sequence dates of services.
 - 4) Contractor will process Claims for covered services rendered prior to the termination of the Contract, but not yet paid and/or not submitted for payment to Contractor prior to the termination of the Contract.
 - 5) Based on the Benefit Plan's express terms or OGB's written authorization, and subject to the terms of the Contract, Contractor shall determine the extent of the benefits (if any) to which any Plan Participant is entitled.
 - (i) In the event that OGB determines that Contractor has misinterpreted the Benefit Plan and so informs Contractor in writing of making such determination, Contractor shall begin processing and paying Claims in accordance with OGB's interpretation as set forth in such writing as soon as possible but no later than thirty (30) days after receipt of such notice. Upon OGB's request, in writing, Contractor shall reprocess Claims submitted prior to OGB's notification.
 - (ii) Notwithstanding any determination made by OGB under this Section, Contractor shall have no liability to a Plan Participant or OGB (and OGB shall indemnify Contractor against any such liability) for: withholding payments as directed by OGB; alleged or actual misinterpretations of the Benefit Plan made; or Claims that were denied prior to OGB's determination and written notification to Contractor.
 - 6) If benefits are payable, but the provider does not participate in the provider network, Contractor may make payment to the Primary Plan Participant(s) or to the provider. No one may assign a Plan Participant's right to the payment of benefits without Contractor's express written consent.
- Out of Pocket Maximum. Maintain medical and carved out pharmacy Claims for integrated Medical/Rx out of pocket maximum accumulation to ensure compliance with the PPACA.
 - Forms. Furnish necessary forms to OGB for its Plan Participants' eligibility and Claims activities.
 - Claim, Administrative Appeals and Clinical External Reviews. Provide assistance to OGB in complying with grievance and appeal procedures adopted by OGB and as outlined in the Benefit Plan or Summary Plan Document.
 - 1) If OGB's Plan is subject to the appeals requirements of PPACA, with respect to processes for internal Claims and appeals and external review, Contractor shall

abide by the grievance and appeals procedures as stated in the annual Plan Document. Contractor shall:

- (i) For the first level of internal appeal, determine whether benefits are payable in accordance with the Benefit Plan as a result of an adverse benefit determination, within the timeframes required by law. Contractor will also issue timely decision notices of benefit determination in the appropriate format. If the Contractor receives first level internal appeals requiring eligibility determinations, Contractor will immediately notify and forward the appeal to OGB within five (5) business days of receipt.
 - (ii) At the conclusion of the first level of internal appeal for benefit determination, Contractor will notify the Plan Participant of Contractor's disposition of the appeal including instructions on how to initiate any additional levels of appeal that may be available to the Plan Participant. The determination will include instructions on how the Plan Participant may initiate a second level benefit determination appeal to the Contractor. For the second level internal appeal for benefit determination, Contractor will determine whether benefits are payable in accordance with the Benefit Plan as a result of an adverse benefit determination, within the timeframes required by law and issue timely decision notices in the appropriate format. Additionally, Contractor will notify the Plan Participant in writing of any external review rights that may be available.
 - (iii) Unless otherwise requested by OGB in writing, Contractor will facilitate OGB's external review procedures by randomly assigning an external review request sent by OGB to Contractor to one of Contractor's contracted independent review organizations ("IRO"). Contractor is responsible for complying with applicable laws regarding external review. OGB acknowledges that OGB is responsible for ensuring that the Plan is administered consistently and in accordance with applicable laws; provided, however, Contractor will be responsible for ensuring Claims received by Contractor are processed in accordance with the ERISA Claims regulation. If OGB requests Contractor in writing not to facilitate the Plan's external review process, OGB will be solely responsible for complying with applicable laws regarding external review.
- 2) If OGB's Plan is not subject to the appeals requirements of PPACA, with respect to processes for internal Claims and appeals and external review, Contractor shall:
- (i) For the first level of internal appeal for benefit determination, determine whether benefits are payable in accordance with the Benefit Plan, as a

result of an adverse benefit determination, within the time frames required by law. Contractor will also issue decision notices in the appropriate format. For first level internal appeals requiring eligibility determinations Contractor will immediately notify and forward appeal to OGB within five (5) business days of receipt.

- (ii) At the conclusion of the first level of internal appeal, Contractor will notify the Plan Participant of the outcome of the appeal, including instructions on how to initiate the second and final level of appeal to OGB.

In the event Contractor receives any final appeal or grievance requests made by a denied claimant, Contractor shall immediately forward the request to OGB within five (5) business days of receipt. OGB accepts full responsibility and liability for ensuring the appeal rights available to a denied claimant under applicable law or the Plan.

- Network Development and Management. Establish, arrange and maintain physician, allied health and hospital provider networks through contractual arrangements with participating hospitals, allied health providers and physicians and with other Blue Cross and Blue Shield Plans.
- PHS/EOB. Furnish to any Plan Participant the appropriate personal health statements ("PHS"), explanation of benefits ("EOB") notices and notices of any denials for Claims.
- Customer/Plan Participant Services. Handle inquiries related to Plan Participant, benefits, Claims payment and Claims payment denial. Contractor will furnish a toll-free telephone number for incoming customer service calls, including telephone technology for the hearing impaired and multi-lingual support. The call center for providers, Plan Participants, account management, and nurse line must be staffed and available to receive calls 8:00AM – 5:00PM CT, Monday through Friday, except on state holidays, including the day following Thanksgiving and the last workday preceding or following Christmas each year. Contractor may be required to extend Call center hours, as needed, during annual and special enrollment periods and other appropriate times as requested by OGB. The crisis line call center for behavioral health will be staffed and available to receive crisis calls 24 hours a day, 7 days a week.
- Financial Functions. Perform financial functions such as billing, cash disbursements and refund processing.
- Coordination of Benefits. Contractor will coordinate benefits on behalf of the Plan following Contractor's standard practices and procedures. This will include the determination of the primary, secondary and tertiary order of liability of the Plan and any other health benefits program under which a Plan Participant may be eligible for benefits, and the payment of the Plan's share of its liability for a Claim. Coordination of benefit

efforts will be based on information available to Contractor at the time of the adjudication of the Claim.

Except for the standard processes that Contractor has in place for questioning Plan Participants regarding other health coverage (which may be subject to change from time to time, but which currently includes sending out a questionnaire to the Plan Participant when Contractor deems appropriate), Contractor shall not be required to determine the existence of any other plan or amount of benefits payable under any such other plan. Following Contractor standard investigation process, if a Plan Participant fails to respond to Contractor's inquiry about the existence of any other coverage, Contractor will reject the Claim and will only process such Claim upon receipt of Plan Participant's response.

- CMS and Medicaid Demand Letters. Remit payments on behalf of OGB to the Centers for Medicare and Medicaid Services ("CMS") or to state Medicaid collection entities in response to Demand Letters for the recovery of Medicare or Medicaid payments. Unless requested by OGB in writing not to make such payments, OGB shall reimburse Contractor for any payments remitted by Contractor on behalf of OGB to CMS or Medicaid collection entities in response to Demand Letters for the recovery of Medicare or Medicaid payments.
- COBRA/USERRA. Assist OGB in meeting its responsibilities with respect to providing the continuation of health care coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). OGB is the Administrator for purposes of COBRA and shall remain responsible for meeting all COBRA and USERRA requirements applicable to the Plan. OGB shall also be responsible for promptly notifying Contractor of individuals who elect to continue Contractor coverage under COBRA or USERRA provisions. Contractor's responsibilities shall include, but not limited to: (1) answer inquiries from former Plan Participants that continue Plan coverage under COBRA or USERRA provisions; and (2) prepare reports for OGB on COBRA and USERRA cases.
- QMCSOs/MCSOs. OGB shall provide benefits in accordance with the applicable requirements of any Qualified Medical Child Support Orders ("QMCSO"), if required by law. Contractor will assist OGB in meeting its responsibilities with respect to the receipt of Medical Child Support Orders ("MCSO"). OGB shall be responsible for: all notification responsibilities with respect to MCSOs, the establishment of written procedures for determining whether such MCSOs are "qualified" and for the administration of benefits under such qualified orders. OGB shall also be responsible for promptly notifying Contractor of the receipt of a MCSO relating to the Plan, OGB's determination as to whether such MCSO is "qualified", the name and address of Alternate Recipients whom OGB has determined are eligible to receive benefits under the Plan and the name and address of any custodial parent or legal guardian designated to receive benefit payments on behalf of such Alternate Recipient. Contractor's responsibilities shall include, but are not limited to, the answering of inquiries from

Alternate Recipients or designated guardians who receive benefit payments under the Plan.

- OGB's HIPAA Privacy Obligations/OGB's Access to Protected Health Information. Assist OGB in meeting its responsibilities with respect to administering individual rights and obligations, such as access, amendment and disclosure accounting rights, as required by the HIPAA and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-164) as described in Attachment III: HIPAA Business Associate Addendum. However, OGB shall remain responsible for meeting all HIPAA requirements applicable to the Plan, including but not limited to the preparation of and distribution of its privacy notice.

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

- Administrative Fee Statements and Claim Reports. Generate monthly statements for administrative services fees and other charges and Claim reports.
- Data. Assist OGB in preparation of any return or report pertaining to the Plan as required by any Federal Government Agency, and furnish OGB an annual report of information available to Contractor which may be needed by OGB to satisfy ERISA or any other applicable state or federal requirements. Contractor shall not be responsible for determining when or whether government filings are required or completing or filing any report or return.
- Service Provider Information. If applicable, Contractor will provide to OGB certain information required to be reported related to compensation earned with regard to administration of the Plan. This information shall include all direct and indirect compensation paid by OGB to either Contractor or a third party subcontractor for providing services to the Plan under this Contract.
- Vendor Integration. Integrate with selected contractor(s) as defined by OGB for the administration of the Plan, including pharmacy benefits manager for the purpose of out of pocket maximum accumulation and COBRA administrator.

Care Management

Conduct utilization review, medical necessity determinations, benefit coverage determinations, population health services, and related functions affecting benefit activities. More specifically, such Care Management activities may include, but are not limited to:

- Utilization Management for medical and behavioral health conditions and substance abuse
 - Contractor will conduct prior authorization and concurrent review of inpatient and designated outpatient services to determine medical policy coverage status, medical necessity, and clinical appropriateness of the service(s) and level of care. The appropriate length of service or service units will be determined if the service(s) is deemed appropriate.
- High Tech Imaging (“HTI”) Utilization Management Program
 - Contractor will conduct prior authorization for non-emergent services on selected high-tech radiology modalities. The goal of the HTI program is to ensure diagnostic and treatment plans are medically necessary and meet or exceed evidence-based guidelines. The program will identify quality, lower cost alternative sites of service for selected high-tech radiology modalities and will contact Plan Participants telephonically to share this information.
- Specialty Care Insight
 - Contractor will provide data to specialist physicians to identify effective strategies to encourage high value, lower cost services through the assessment of quality-of-care metrics.
- Shared Decision Making Tools
 - Contractor may make available shared decision making tools, such as interactive videos, to appropriate Plan Participants regarding their treatment options.
- BlueCare Telehealth
 - A health platform that allows for Primary Care Physicians to have on-line visits for certain allowable non-emergent conditions.
- Value-Based Programs
 - Contractor may implement certain value based programs, such as Contractor’s Quality Blue programs.
- Population Health - Common Chronic Conditions such as Chronic Obstructive Pulmonary Disease (“COPD”), Coronary Artery Disease (“CAD”), Congestive Heart Failure (“CHF”), Asthma and Diabetes
 - Contractor will provide Population Health services designed to improve health outcomes, promote and maintain optimal level of functioning, improve confidence in self-management of conditions, and maximize

Contract benefits through cost-effective services and coordination of appropriate community resources.

- Population Health - Non-Chronic and Complex Conditions and Care
- Transplant Care Management
 - The program is designed to improve transplant outcomes and reduce hospitalizations and overall costs associated with the transplant process. Contractor will provide education, steering to Contractor's Centers of Excellence, coordinate early transplant evaluations that support effective planning, promote safe health behaviors, manage co-morbid conditions and provide support to Plan Participants on a wait list and during the transplant process.
- Care Coordination and Complex Non-Chronic Conditions (Claims >\$50,000 for medical; frequent admits or emergency department visits or repeated self-harm for behavioral health and substance abuse)
 - Health Coach will contact Plan Participant and/or their provider if unable to reach the Plan Participant, or if the Plan Participant declines participation, when there are intervention opportunities identified. Health Coaches will work collaboratively with the Plan Participants and their providers in an effort to ensure an appropriate treatment plan.
- High Risk Maternity Management
 - Contractor will identify high risk pregnancies and engage expectant mothers to improve pregnancy outcomes, reduce neonatal hospitalizations.
- Children with Special Needs
 - The primary caregivers of children with special health care needs will be contacted if data indicates gaps in care or lack of appropriate care coordination. The Contractor will seek to improve the system of care for children from birth to 17 years of age and work with caregivers to optimize available benefits.
- Rare Diseases
 - Nurses will work with Plan Participants who are diagnosed with rare diseases and with their providers to reduce emergency department visits and admissions by educating on necessary diagnostic tests, management of symptoms, medication side effects and adherence, and disease progression.
- Post Discharge Outreach Calls

- Contractor will identify and reduce risks associated with unplanned hospital readmits. Health coaches will call Plan Participants who are discharged from the hospital with medical admits for:
 - Pancreas Disorders
 - Diabetes
 - Cardiovascular Disorders
 - Respiratory Disorders
 - Bladder/Urinary Disorders
- Medication Adherence
 - Contractor will develop an individualized plan to increase or maintain medication adherence which includes, but is not limited to, education on conditions, provider outreach for samples, medication changes, pharmacist consult, and referral to social services for community support for those that enroll in Population Health.
- On-site Nurse
 - The on-site nurse will seek to enhance the success of Population Health by creating a personal face to face experience allowing Plan Participants to build a strong relationship and increase personal accountability. The on-site nurse will:
 - Target employees with certain defined chronic conditions for on-site face to face engagement;
 - Reduce gaps in care and increase medication adherence for program Plan Participants;
 - Leverage relationships with local physicians to help effectively coordinate care for Plan Participants;
 - Further develop and enhance telephonic coaching; and
 - Promote wellness activities.

Key success metrics will be mutually agreed to by the Parties in advance for each Contract year. OGB will provide data in electronic format as required to identify the targeted Plan Participants and to analyze results for the Plan Participants, and reasonable access by nurse/s to the Plan Participants at OGB designated sites. OGB will provide office space and furniture, connectivity for computers and access to sites. Contractor will provide oversight, project management, nurse staff and computer equipment needed to fulfill responsibilities.

- Base Wellness Program.
 - *Live Better Louisiana* is an OGB Wellness Program supported by Contractor that will give Plan Participants resources to help them better monitor their health, understand their risk factors and make educated choices as to their health.

- OGB and Contractor will partner to evolve wellness initiatives as needed based on OGB population demographics and claims information.

Contractor shall provide or contract with independent provider(s) of care management services to provide services in accordance with the Benefit Plan, pursuant to the terms of the Plan and this Contract. OGB and Contractor agree to partner to modify the Population Health and Utilization Review programs as needed based on OGB Plan Participants health needs. For new programs or initiatives beyond those described in this Contract, the role of the Contractor and scope of services will be mutually agreed to prior to implementation, with no additional administrative costs to either party.

Third Party Recovery

- Reimbursement, Subrogation and Other Third-Party Recovery. Contractor shall comply with Attachment VII: Blue Cross Blue Shield of Louisiana/State of Louisiana Office of Group Benefits Subrogation and Workers' Compensation Process and Procedures.
 - Unless otherwise agreed between the Contractor and OGB, in the event of termination of the Contract, Contractor will not continue to work as outlined in Attachment VII any subrogation or reimbursement cases within its possession and will forward all cases to OGB for handling. The Contractor will forward any additional subrogation cases identified by the Contractor with dates of service incurred prior to the date of termination to OGB for handling. These cases will be forwarded to OGB in a mutually agreeable format, at no additional cost to OGB.
- Class Action Claims. From time to time, medical plans are certified as class Plan Participants in class actions that involve payments made by the plans for health care services, medications or medical devices. Contractor must notify OGB within five (5) business days of receipt that it has received any class action notice and/or other lawsuits in which Contractor determines OGB could have an interest. Contractor is not authorized to file such Claims on behalf of OGB. Contractor will provide Claims data and reporting to use in filing for refunds and judgments at no additional cost.

General

- Advisory Services. Provide OGB with ongoing Medical/Rx compliance advisory services relating to state and federal legislative changes for self-funded plans.
- Reporting and Technology Services. Contractor shall provide OGB and its designated actuarial consultant with access to its standard reporting package, as well as any OGB specific dashboard reporting as developed and mutually agreed upon by both parties, specific security view allowing access to only database records for Plan Participants.
- Online Access. Provide 24/7 access, except for scheduled maintenance, to online portal for Plan Participants for activities such as Claim submission, account monitoring, reporting, communications requested and approved by OGB, and any other information required by state and federal laws. All outages in excess of one (1) hour should be promptly reported to the Contract Supervisor.

- Communication Materials. Design, update, print and/or email all Primary Plan Participant(s) communication materials (i.e., provider directories, summary plan documents, etc.), advertisements, marketing materials, and education materials for services such as disease management and wellness programs at the Contractor's expense. Only material specific to OGB will be subject to OGB's approval prior to distribution.
- Annual and Special Enrollment Support. Provide knowledgeable staff to attend state-wide annual and any other special enrollments and informational meetings as scheduled by OGB as well as prepare, print, and distribute communication materials, etc.
- Run-Out Services. Contractor will process Claims for OGB eligible Plan Participants that were incurred prior to but not processed as of the termination of the Contract and which are received by Contractor not more than one (1) year following Contract termination. However, at OGB's request, the handling of such Claims may be transitioned to a successor agent appointed by OGB prior to the end of the run off period, and Contractor shall reasonably cooperate in transitioning of such services to any successor agent appointed by OGB. Further, Contractor will continue to process all Claims and appeals for Claims incurred prior to the termination of the Contract during the one (1) year run off period following termination, unless otherwise transitioned to a successor agent appointed by OGB, at OGB's option.
- Account Satisfaction. Conduct annual Primary Plan Participant(s) and OGB satisfaction surveys and report results to OGB. The survey tools are subject to OGB's approval. At a minimum, OGB satisfaction will be measured in the following areas:
 1. Provides effective support in preparing for, and conducting open enrollment events/sessions.
 2. Provides OGB with timely notification of issues impacting Plan Participants.
 3. Responds to issues and questions in a timely, comprehensive manner.
 4. Develops, follows through on action plans; effective coordination to resolve open issues.
 5. Is accessible and attends scheduled meetings.
 6. Delivers agreed upon reports and communication of program results in a timely manner.
- File Layout and Specifications. Provide file data in a layout format designated by OGB to include, but not limited to, Check Register File, Population Health Participation, Wellness Participation, Medical Claims File, Provider Files, Code Files, Out of Pocket Maximum, and Adjusted Claims File. Contractor will need to accept OGB's standard file layout. See Attachment IV: File Layout and Specifications.
- Disaster Recovery/Business Continuity Plan. Contractor shall continue the performance of critical functions, including the continuation of the HSA Plan Participant accounts through an appropriate and compliant banking institution, and provide essential services in the event of crisis or other disruption.

- Plan Offerings. Provide Health Reimbursement Account and Health Savings Account Services for respective plan offerings.
- Anti-Fraud Efforts. Contractor agrees to include the OGB in anti-fraud efforts undertaken by Contractor. If Contractor initiates legal proceedings pursuant to anti-fraud efforts that would include the Plan's interests, Contractor shall notify OGB within five (5) business days of such litigation and as to any costs that would be incurred by OGB should OGB decide to allow Contractor to pursue OGB's interest in such litigation. OGB shall notify Contractor if Contractor should pursue OGB's interests in such litigation within a reasonable time.

Deliverables

The deliverables listed in this Section are the standard set required from the Contractor.

Deliverable	Description	Frequency of Submission
Operational Reports		
Quarterly Strategic Report	Plan Dashboard to include data, such as financial experience, claims utilization, program performance, cost management strategies, population health and wellness initiatives and key findings and Plan strategies and opportunities.	Due April 30, July 30, October 30, and January 30 of each calendar year.
Financial Experience	Premium Income and Claims Utilization Experience.	Within fifteen (15) calendar days after end of each month.
Claims Turnaround Time	Percentage of electronic and non-electronic Claims paid within thirty (30) days of receipt.	Within fifteen (15) calendar days after end of each month.
Telephone Abandonment Rate	Percentage of calls where the caller hangs up before speaking to a live voice.	Within fifteen (15) calendar days after end of each month.
PCP Turnover Rate	Percentage of PCPs leaving the network voluntarily or involuntarily during the month.	Within fifteen (15) calendar days after end of each month.
Grievance Log	Number of appeals and grievances filed during the month. A detailed report is required listing all appeals and grievances and the current status of each.	Within fifteen (15) calendar days after end of each month.
Plan Participant - Level Enrollment Accuracy	Percentage of Plan Participant updates within two (2) business days of receipt of a complete eligibility file submission.	Within fifteen (15) calendar days after end of each month and calendar year.
Claims Processing Accuracy	Percentage of Contractor audited Claims processed accurately the first time.	Within fifteen (15) calendar days after end of each month and calendar year.
Financial Payment Accuracy	Percentage of Contractor audited Claims dollars paid accurately.	Within fifteen (15) calendar days after end of each month and calendar year.

Deliverable	Description	Frequency of Submission
Abandoned Call Rate	Percentage of calls where the caller hangs up before speaking to a live voice, excluding those calls abandoned in the first 30 seconds and calls routed to an Interactive Voice Recognition ("IVR") system.	Within fifteen (15) calendar days after end of each month and calendar year.
Plan Participant Written Inquiry Timeliness	Percentage of Plan Participant written inquiries answered within seven (7) business days.	Within fifteen (15) calendar days after end of each month and calendar year.
Average Speed to Answer ("ASA")	Average lag time to answer by live voice; percentage of Plan Participants who wait over 60 seconds to speak with a live customer service representative.	Within fifteen (15) calendar days after end of each month and calendar year.
Primary Plan Participant(s) ID Card Timeliness	Number of Primary Plan Participant(s) issued identification card within 30 days of receipt of confirmation of enrollment eligibility.	Within fifteen (15) calendar days after end of each month and calendar year.
Data Reporting Timeliness	All required data denoted in Attachment IV must be submitted to OGB within 10 days of the following month.	Within ten (10) calendar days after end of each month being reported.
Subrogation	Reporting in accordance with Attachment VII: Blue Cross Blue Shield of Louisiana / State of Louisiana Office of Group Benefits Subrogation and Workers' Compensation Process and Procedures.	Per Attachment VII
Reports in Response to Audit Requests	Description will be provided at time of request.	Ad Hoc
Account Satisfaction		
Overall Primary Plan Participant(s) Satisfaction Survey	Conduct annual Primary Plan Participant(s) satisfaction survey and report results to OGB.	Within thirty (30) calendar days after end of each calendar year.
OGB Satisfaction Survey	Conduct annual OGB satisfaction survey and report results to OGB.	

Deliverable	Description	Frequency of Submission
Population Health Management		
Semi-Annual Chronic Condition Management Report	Number of Plan Participants that are eligible and enrolled versus those who are eligible and not enrolled in Chronic Condition Management.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include data beginning January 1 through June 15 and due December 31 to include data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include data beginning December 16 through June 15 and due December 31 to include data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include data beginning December 16 through June 15 and due January 15, 2019 to include data beginning June 16 through December 31, 2018.</p>
Claimants Cost Report	Plan Participants accumulating > \$10,000 in paid claims during period and > \$25,000 YTD. The report will include the number of Plan Participants, number new to report versus ongoing, average paid per Plan Participant, total paid amount, percent of total paid claims, distribution by diagnosis, and Plan Participant category (active, dependents, retirees with Medicare, and retirees without Medicare Plan Participants).	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows:</p>

Deliverable	Description	Frequency of Submission
		Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.
Diabetes Adverse Events	Disease related inpatient admits and/or emergency room visits for Plan Participants ages 18-64 with Diabetes.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p>
Coronary Artery Disease ("CAD") Adverse Events	Disease related inpatient admits and/or emergency room visits for Plan Participants ages 18-64 with CAD.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning</p>

Deliverable	Description	Frequency of Submission
		<p>December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p>

Deliverable	Description	Frequency of Submission
Congestive Heart Failure (“CHF”) Adverse Events	Disease related inpatient admits and/or emergency room visits for Plan Participants ages 18-64 with CHF.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p>

Deliverable	Description	Frequency of Submission
Diabetes Prevention Program ("DPP") Performance	Aggregated weight loss outcomes of DPP participants for each participant group (i.e. starters and graduates), projected diabetes reduction to include cost avoidance, claims impact, and health status (i.e., BMI, weight, etc.).	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p>
Mental Health - 30 day follow up	Percentage of Plan Participants who have a follow up evaluation and management visit within 30 days of discharge.	Within fifteen (15) calendar days after close of each month.
On-site Nurse	Number of newly identified Plan Participants with chronic conditions who engage. Number of Plan Participants engaging with on-site nurse in report period.	Within fifteen (15) calendar days after close of each quarter.
Population Health	Eligible, referred, enrolled engagement statistics, and associated clinical indicators.	Within fifteen (15) calendar days after close of each quarter.

Deliverable	Description	Frequency of Submission
Readmissions Rate	Readmissions rates for inpatient admits including diagnosis within 30 days, 90 days and 120 days.	Within fifteen (15) calendar days after close of each quarter.
Inpatient Reviews	Number of inpatient admissions reviews, and number of inpatient concurrent reviews per month.	Within fifteen (15) calendar days after close of each quarter.
Clinical Trend Report	List of 25 most common inpatient diagnoses (charges and paid). List of outpatient diagnoses with charges and paid (include cost/Plan Participant, sorted by region of the state where service was provided and in the aggregate).	Within fifteen (15) calendar days after close of each quarter.
Preventive Care	Number of eligible Plan Participants and the number of participating Plan Participants with adherence to required preventive and maintenance screenings based on age and condition.	Within fifteen (15) calendar days after close of each calendar year.
Cost Savings Report	Cost savings information for care management, disease management, wellness, and any other programs implemented to improve health outcomes of Plan Participants.	Within fifteen (15) calendar days after close of each calendar year.
Disease Management Activity Report	Activity Report broken out by line of business ("LOB") to include, but not limited to, plan type and status.	Within fifteen (15) calendar days after close of each month.
Performance Guarantees Report		
Performance Guarantees	A detailed monthly report including metrics for the performance guarantees set forth in the Contract.	Within thirty (30) calendar days after close of each month and calendar year.
Over-Utilization Reports		
ALERT	Over-utilization or abuse by Plan Participant or provider, fraud, etc. with number of cases identified and disposition, and number of cases under review.	Within forty-five (45) calendar days after close of each quarter.
Fraud and Abuse	Financial impact of identified fraud and abuse.	Within forty-five (45) calendar days after close of each quarter.

Deliverable	Description	Frequency of Submission
Network Management Reports		
Overall Network Discounts	Report illustrating the overall discount received by specialty and by region of the state.	Within thirty (30) calendar days after the close of each month and calendar year.
Geo Access	Report for rural and urban, displayed for inpatient facility, partial, hospital, outpatient provider and MD.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p>
Other Coverage	Monthly report of Plan Participants who have other coverage (i.e. Medicare or other commercial coverage).	Within fifteen (15) calendar days after the close of each month.
50 Most Utilized Providers	List of 50 most utilized in-network providers in Louisiana by 1) specialty, 2) per region of the state, 3) by number of evaluation and management visits and by 4) total allowed charges.	Reports due: January 4, 2016, and thereafter on April 15, July 15, October 15 and January 15 of each calendar year.

Deliverable	Description	Frequency of Submission
25 Most Utilized Facilities	List of top 25 most utilized facilities by number of admissions, average length of stay, 30, 90 and 120 day readmission rate and 30 day outpatient follow-up rate.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p>
Network Providers	Detailed listing including the number of providers and facilities in network by type, facility and provider terminations during report period by type, and new and re-contracted providers and facilities by type during the report period.	Within thirty (30) calendar days after close of each quarter.
In vs. Out of Network Analysis	In-network versus out of network analysis for each level of care (i.e., inpatient, outpatient, etc.).	Within forty-five (45) calendar days after close of each quarter.

Deliverable	Description	Frequency of Submission
Disruption Notification		
Network Disruption Notification	Provide at least sixty (60) days advance written notification to OGB and its Primary Plan Participant(s) of any change in provider networks. Primary Plan Participant(s) communications are subject to OGB's approval prior to distribution by the Contractor.	Within sixty (60) calendar days of any change to network.
Independent Assurances		
Independent Assurances	Contractor and its subcontractors performing key delegated functions shall each supply OGB with an exact copy of the SOC 1, Type II report and/or SOC 2, Type II report (as agreed by OGB) resulting from the SSAE 16 engagement or other assurances as described in Section 25 and for the period Jan 1- Dec 31. If a report is not available for that period, the latest report will be provided with an attestation from the subcontractor's management that the controls reported on have not significantly changed since the issuance of the report ("bridge letter").	<p>Calendar Year 1: Due March 31, 2017 for the period of January 1 – December 31, 2016.</p> <p>Calendar Year 2: Due March 31, 2018 for the period of January 1 – December 31, 2017</p> <p>Calendar Year 3: Due March 31, 2019 for the period of January 1 – December 31, 2018.</p>
Unclaimed Property Report		
Unclaimed Property	Detailed listing in a mutually agreeable format of any unclaimed property of OGB Plan Participants held by Contractor.	No later than June 30 of each calendar year.

Performance Guarantees

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

Metric	Performance Standard	Penalty Percent at Risk Annually
Independent Assurances		
Independent Assurances	Contractor shall supply OGB with an exact copy of the SOC1, Type II and/or SOC 2, Type II report (as agreed by OGB) resulting from the SSAE 16 engagement or any other independent assurances as described in Section 25 and for the period of January 1 – December 31 beginning March 31 2017 and each calendar year thereafter.	\$1,000 per day
Plan Participant and Billing		
Plan Participant-Level Enrollment Accuracy	98% of Plan Participant updates within two (2) business days of receipt of a complete eligibility file submission.	1.5%
Claims Operations		
Claims Processing Accuracy	97% or greater of audited Claims adjudicated accurately in accordance with the Plan.	1.5%
Financial Accuracy	96% or greater of audited Claims accurately paid in accordance with the contracted provider rate.	1.5%
Customer Service		
First Call Resolution	80% of Plan Participant calls resolved on first call. Measurement: The number of calls that are completed without the need for referral or follow up actions divided by the total number of calls (excludes calls routed to IVR).	1.5%

Metric	Performance Standard	Penalty Percent at Risk Annually
Abandoned Call Rate	Less than or equal to 5% abandonment rate as a percent of all calls disconnected before a Customer Service Representative gets on the line. (Excludes calls abandoned within the first 30 seconds and calls routed to IVR).	1.5%
Plan Participant Written Inquiry Timeliness	95% of all written inquiries will be answered within 7 business days.	1.5%
Average Speed to Answer	The average elapsed time between call accepted into Contractor's system and a customer service representative gets on the line will be less than or equal to 60 seconds.	1.5%
Account Satisfaction		
Overall Primary Plan Participant Satisfaction Survey	Satisfaction Rate must be 85% or greater.	2%
OGB Satisfaction Survey	Satisfaction Rate must be 85% or greater, using metrics mutually agreed upon by Contractor and OGB prior to January 1, 2016.	2%
Reporting and Analytics		
Overall Reporting Requirements	Contractor agrees to provide 90% of all reports listed in the Contract by the required timeframe stated in the Contract.	2.5%
Data Analytics	Refresh analytic tool data monthly by the 30th of the following month at minimum 91 percent of the time.	2.5%
Provider Contracting and Network		
Minimum Overall Network Discounts (all services)	Contractor will guarantee at least a 60% network discount for Louisiana in-network providers, excluding pharmacy. Contractor will provide a discount report illustrating the overall discount achieved.	Calendar Year 1 - 15% Calendar Year 2 - 13% Calendar Year 3 - 13%

Metric	Performance Standard	Penalty Percent at Risk Annually
Population Health Management		
Diabetes Adverse Events	Adverse events defined as disease related inpatient admits and/or emergency room for Plan Participants ages 18-64 with Diabetes. The adverse events for each year will be measured against the prior Plan year's adverse events. The adverse events for each Plan year shall be equal to or less than the prior Plan year's adverse events, using a <i>difference in difference</i> ** trend model.	2%
Coronary Artery Disease Adverse ("CAD") Events	Adverse events defined as disease related inpatient admits and/or emergency room for Plan Participants ages 18-64 with CAD. The adverse events for each year will be measured against the prior Plan year's adverse events. The adverse events for each Plan year shall be equal to or less than the prior Plan year's adverse events using a <i>difference in difference</i> ** trend model.	2%
Congestive Heart Failure ("CHF") Adverse Events	Adverse events defined as disease related inpatient admits and/or emergency room for Plan Participant ages 18-64 with CHF. The adverse events for each year will be measured against the prior Plan year's adverse events. The adverse events for each Plan year shall be equal to or less than the prior Plan year's adverse events, using a <i>difference in difference</i> ** trend model.	2%
Mental Health 30 day follow up visit after discharge	60% of Plan Participants discharged from an inpatient mental health facility will have a follow up visit within 30 days of discharge.	2%

Metric	Performance Standard	Penalty Percent at Risk Annually
On-site Nurse	<p>Calendar Year 1: Establish on-site nurse population health management with one (1) registered on-site nurse dedicated solely to OGB.</p> <p>Calendar Year 2: Expand the on-site nurse to include two (2) on-site nurses dedicated solely to OGB.</p> <p>Calendar Year 3: A minimum of two on-site nurses dedicated solely to OGB.</p>	<p>Calendar Year 1 – 0%</p> <p>Calendar Year 2 – 2%</p> <p>Calendar Year 3 – 2%</p>

****Difference in difference model will isolate changes compared to risk adjusted benchmark reference population**

Amendment to Agreement Between

**State of Louisiana
Division of Administration
Office of Group Benefits (OGB)**

And

**Louisiana Health Service & Indemnity Company d/b/a
Blue Cross and Blue Shield of Louisiana and its subsidiary HMO Louisiana, Inc.
5525 Reitz Avenue, Baton Rouge, LA 70809-3802**

CHANGE FROM:

18 COMPLIANCE WITH LAWS

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

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, gender identity, 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 immediate termination of this Contract.

CHANGE TO:

18 COMPLIANCE WITH LAWS

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

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

Effective Date of Amendment: March 1, 2017

Justification for Amendment: To amend Section 18 Compliance With Laws to remove language previously included pursuant to Executive Order JBE16-11, Equal Opportunity and Non-Discrimination.

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

All other provisions of the Contract shall remain in full force and effect. Any conflict between the Contract and this Amendment regarding the subject matters of this Amendment shall be resolved in favor of this Amendment.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

IN WITNESS THEREOF, this Amendment is signed and entered into on the date(s) included below.

**LOUISIANA HEALTH SERVICES &
INDEMNITY COMPANY d/b/a BLUE
CROSS AND BLUE SHIELD OF LOUISIANA**

BY: 

NAME: I. STEVEN KOVACHEK, MD

TITLE: President and CEO

DATE: 3/21/17

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS**

BY: 

NAME: Tommy Teague

TITLE: Chief Executive Officer

DATE: 3/20/2017

Amendment to Agreement Between

**State of Louisiana
Division of Administration
Office of Group Benefits (OGB)**

And

**Louisiana Health Service & Indemnity Company d/b/a
Blue Cross and Blue Shield of Louisiana and its subsidiary HMO Louisiana, Inc.
5525 Reitz Avenue, Baton Rouge, LA 70809-3802**

CHANGE FROM:

Attachment II: Rate Schedule

	Fixed Monthly Administrative (Fee Per Primary Plan Participant Per Month)
January 1, 2016 – December 31, 2016	\$23.25
January 1, 2017 – December 31, 2018	\$22.27

CHANGE TO:

Attachment II: Rate Schedule

	Fixed Monthly Administrative Fee (Per Primary Plan Participant Per Month)
January 1, 2016 – December 31, 2016	\$23.15
January 1, 2017 – December 31, 2018	\$22.17

Effective Date of Amendment: September 11, 2017

Justification for Amendment: This Amendment provides for removal of the AIM Imaging Shopper Service tool included in the administrative fee. The Office of Group Benefits (“OGB”) is reducing the administrative fee by \$.10 per primary plan participant per month for removal of the Imaging Shopper Service tool. Prior to January 1, 2016, Blue Cross Blue Shield of Louisiana (“BCBSLA”) was notified by the former Chief Executive Officer of OGB not to implement this feature into the services BCBSLA provides to OGB. The Imaging Shopper Service tool was not implemented but OGB has been billed for this service since January 1, 2016. On September 11, 2017, BCBSLA was directed to refund payment for the Imaging Shopper Service tool charges. BCBSLA has since refunded payment for the Imaging Shopper Service tool for administrative fee payments from January 1, 2016 through August 31, 2017. Manual adjustments to reduce the administrative fee by \$.10 per primary plan participant per month are made to invoices submitted after August 31, 2017.

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

All other provisions of the Contract shall remain in full force and effect. Any conflict between the Contract and this Amendment regarding the subject matters of this Amendment shall be resolved in favor of this Amendment.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

IN WITNESS THEREOF, this Amendment is signed and entered into on the date(s) stated below.

LOUISIANA HEALTH SERVICE &
INDEMNITY COMPANY d/b/a BLUE
CROSS AND BLUE SHIELD OF LOUISIANA

BY: 

NAME: I. Steven Udvarhelyi MD

TITLE: President and CEO

DATE: 2.23.18

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS

BY: 

NAME: Tommy Teague

TITLE: Chief Executive Officer

DATE: 2-28-18

Amendment to Agreement Between

**State of Louisiana
Division of Administration
Office of Group Benefits (OGB)**

And

**Louisiana Health Service & Indemnity Company d/b/a
Blue Cross and Blue Shield of Louisiana and its subsidiary HMO Louisiana, Inc.
5525 Reitz Avenue, Baton Rouge, LA 70809-3802**

CHANGE FROM:

3.1 TERM OF CONTRACT

This contract shall become effective on January 1, 2016 and shall end on December 31, 2018. With all proper approvals and concurrence with the Contractor, OGB 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. Subsequent to the extension of the Contract beyond the initial thirty-six (36) month term, all prior approvals as required by law shall be obtained. Written evidence of such approval shall be submitted, along with the Contract amendment to the appropriate state office to extend the Contract term beyond the initial three (3)-year term. The term of the Contract with any extensions shall not exceed five (5) years.

Notwithstanding any other provision of this Contract, this Contract and any amendments thereof shall not become effective until approved as required by statutes and regulations of the State of Louisiana.

CHANGE TO:

3.1 TERM OF CONTRACT

This contract's initial term shall become effective on January 1, 2016, and shall end on December 31, 2018. With all proper approvals and concurrence with the Contractor, OGB 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, as previously amended. Subsequent to the extension of the Contract beyond the initial thirty-six (36) month term, all prior approvals as required by law shall be obtained. Written evidence of such approval shall be submitted, along with the Contract amendment to the appropriate state office to extend the Contract term beyond the initial three (3)-year term. The term of the Contract with any extensions shall not exceed five (5) years.

At this time, OGB is exercising a portion of its 24-month option, to extend the initial term of the Contract for twelve (12) months, through December 31, 2019, at the same rates, terms, and conditions as the initial Contract term, as previously amended, except as provided herein.

Notwithstanding any other provision of this Contract, this Contract and any amendments thereof shall not become effective until approved as required by statutes and regulations of the State of Louisiana.

CHANGE FROM:

3.4 PAYMENT TERMS

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of \$3,000,000,000.00 (Three Billion Dollars). Payments are predicated upon successful completion and written approval by OGB of the described services and deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract. **No payments will be made by OGB on banking, State holidays.** Payments will be made via check or wire transfer after written approval of the invoice by OGB's Chief Executive Officer, or his/her designee. Contractor shall notify the Contract Supervisor in writing when seventy-five (75%) percent of the maximum Contract amount has been expended.

CHANGE TO:

3.4 PAYMENT TERMS

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of \$3,970,000,000.00 (Three Billion, Nine Hundred Seventy Million Dollars). Payments are predicated upon successful completion and written approval by OGB of the described services and deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract. **No payments will be made by OGB on banking, State holidays.** Payments will be made via check or wire transfer after written approval of the invoice by OGB's Chief Executive Officer, or his/her designee. Contractor shall notify the Contract Supervisor in writing when seventy-five (75%) percent of the maximum Contract amount has been expended.

SUPPLEMENT THE CONTRACT WITH THE FOLLOWING NEW PARAGRAPH:

33 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

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

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

REPLACE ATTACHMENT I: SCOPE OF SERVICES with the attached REVISED ATTACHMENT I: SCOPE OF SERVICES.

Effective Date of Amendment: April 1, 2018

Justification for Amendment:

- To exercise option to extend Contract for twelve (12) of the twenty-four (24) additional months available under the Contract, at the same rates, terms, and conditions of the initial Contract term, as previously amended, except as provided in this Amendment.
- To increase maximum payable amount to \$3,970,000,000.00 (Three Billion, Nine Hundred Seventy Million Dollars).
- To amend the Contractor nurse provisions in the Contract. The Contract requires Contractor to provide a minimum of two on-site nurses dedicated to OGB in Year 3 of the Contract. One nurse is currently located on-site at the Bienville Building, and the other is located on-site at the Claiborne Building. After reviewing participation and usage information and other metrics available, the parties have decided that effective April 1, 2018, Contractor will provide a Community Care Nurse in lieu of the Bienville Building on-site nurse. The Community Care Nurse will work collaboratively with high-risk Baton Rouge area OGB Plan Participants and their primary care providers to achieve better health care outcomes for the Plan Participants and potentially lower costs for OGB. The substitution of the Community Care Nurse in lieu of one on-site nurse is at no change in cost to OGB.
- To clarify the scope of services to provide for Contractor's readjudication of Claims and recoupment of amounts paid to network providers for Claims of Plan Participants beyond the coverage termination date within the twelve months immediately prior to notification of the coverage termination date from OGB, as stated in the revised scope of services, at no additional charge to OGB.
- To supplement the Contract with the Prohibition of Discriminatory Boycotts of Israel paragraph in accordance with Executive Order Number JBE 2018-15.

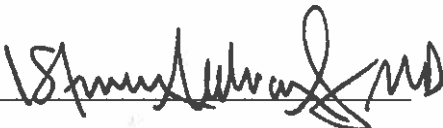
No Amendment shall be valid until it has been executed by all parties and approved by the Office of State Procurement, Division of Administration.

All other provisions of the Contract shall remain in full force and effect. Any conflict between the Contract and this Amendment regarding the subject matters of this Amendment shall be resolved in favor of this Amendment.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

IN WITNESS THEREOF, this Amendment is signed and entered into on the date(s) included below.

**LOUISIANA HEALTH SERVICES &
INDEMNITY COMPANY d/b/a BLUE
CROSS AND BLUE SHIELD OF LOUISIANA**

BY: 

NAME: I. Steven Udvarhelyi MD

TITLE: President and CEO

DATE: 11/5/2018

**STATE OF LOUISIANA,
DIVISION OF ADMINISTRATION,
OFFICE OF GROUP BENEFITS**

BY: 

NAME: Tommy Teague

TITLE: Chief Executive Officer

DATE: 11/1/18

REVISED ATTACHMENT I: SCOPE OF SERVICES

Overview

Contractor will partner with OGB to provide innovative solutions for medical program management including efficient Claims processing, network management, and population health management. The Contractor is expected to drive health risk improvement and mitigation of rising costs of health care in order for OGB to continue to provide the best value to its Plan Participants.

Below is a list of services the Contractor will be responsible for providing effective January 1, 2016, unless otherwise specified.

Regulatory

- Benefit Plan Document/Summary Plan Description. Prepare and print a document containing a description of the covered benefits provided by the Plan to be used by OGB as a Summary Plan Description. However, it will be OGB's responsibility to review the draft prepared by Contractor and approve the document in writing as correct in the description of the benefits and compliant with all applicable laws and regulations, before dissemination to its Primary Plan Participant(s). If any changes to the draft prepared by Contractor are needed, OGB will request such changes in writing. Contractor shall update the draft to include OGB's requested changes and submit the revised draft to OGB within five (5) business days. Contractor will have no liability for any non-compliance of the document with ERISA, as applicable, or any other standards, or any inaccuracies in regard to the benefit descriptions, statements, disclosures, or any other information contained in the document. If OGB fails to return the document to Contractor at least forty-five (45) days prior to the first day of the next Plan year, Contractor will have the right to consider the last Schedule of Benefits/Benefit Plan submitted to OGB as final and approved in regards to the benefit description for the purpose of rendering the services contracted under the Contract.
- Summary of Benefits and Coverage Document. Prepare a Summary of Benefits and Coverage ("SBC") Document to be used by OGB. Contractor will provide to OGB the SBC within ten (10) business days after it has received from OGB all the benefits information Contractor needs to draft the document. Contractor will not be held responsible for any delays in the distribution of SBCs to Primary Plan Participant(s), unless it has assumed responsibility for such distribution in writing and OGB has submitted the information timely. In any case, it will be OGB's responsibility to review the draft prepared by Contractor. If any changes to the draft prepared by Contractor are needed, OGB will request such changes in writing. Contractor shall update the draft to include OGB's requested changes and submit the revised draft to OGB within five (5) business days. If no changes are required, OGB will approve the document in writing as correct in the description of benefits and compliant with all applicable laws and regulations. Contractor will have no liability for any non-compliance of the document with the law, or any inaccuracies in regard to the benefit descriptions, statements, disclosures, or any other information contained in the document.

The SBC will be prepared by Contractor in the English language. Contractor will not be responsible for any translations of the SBC or any other Plan documents into any other language.

- Dissemination of Summary of Benefits and Coverage to Primary Plan Participant(s). Distribute to Primary Plan Participant(s) a Summary of Benefits and Coverage ("SBC") at the beginning of the Contract, upon renewal of the Contract, or when changes made by OGB to the Plan would require the distribution of a new SBC to all Primary Plan Participant(s). Distribution of the SBCs shall be accomplished by Contractor placing electronic copies of the SBCs on Contractor's OGB designated website. Contractor will not be liable to OGB or to Primary Plan Participant(s) if SBCs are not

distributed within legally required timeframes due to OGB's failure to provide benefit descriptions or benefit changes on time under this Section.

Note: Taxes and fees including but not limited to the Transitional Reinsurance Program fees and the Patient Certified Outcome Research Institute (PCORI) fees are the responsibility of OGB and are not included in the Administrative Fees.

- **Notices**

- **Women's Health and Cancer Rights Act ("WHCRA") Notices.** Contractor will provide a notice to Primary Plan Participant(s) under the Women's Health and Cancer Rights Act of 1998.
- **HIPAA Authorized Delegate Form.** Contractor will provide a HIPAA Authorized Delegate Form to Primary Plan Participant(s).
- **HIPAA Privacy Notice.** Contractor will provide each Primary Plan Participant(s) with Contractor's HIPAA privacy notice, in the event that Primary Plan Participant(s) need to contact Contractor's Privacy Department. OGB will prepare and Contractor will provide OGB's HIPAA privacy notice to Primary Plan Participant(s).
- **Balance Billing Disclosure Notice.** Contractor will provide a Balance Billing Disclosure Notice to Primary Plan Participant(s).
- **Notices Required by Patient Protection Affordable Care Act ("PPACA") or Other Laws.** Contractor will not prepare or distribute any Plan Participant notices required under the Patient Protection and Affordable Care Act or any other state or federal law, unless Contractor assumes responsibility thereof in writing or under the Contract. This includes, but is not limited to, Genetic Information Non-discrimination Act ("GINA") notices, Michelle's Law notices, or COBRA notices.

Medical Claims Administration

- **Enrollment and Eligibility.** Based upon OGB's determination and written communication to Contractor of a Plan Participant's eligibility for benefits provided under the Plan, Contractor will enroll Plan Participant to receive Plan benefits in accordance with Plan provisions and process any certificates of creditable coverage received by Contractor. Contractor will to the best of its ability, utilizing its current commercial process, make eligibility determinations for eligible over-age dependents. Contractor will accept OGB's standard file layout for the initial eligibility enrollment file. OGB's request for Contractor to enroll subsequent Plan Participants will be subject to Contractor's subsequent enrollment processes.
- **Plan Participant Materials.** Prepare and distribute to each new Primary Plan Participant(s) within thirty (30) days of receipt of confirmation from OGB as to the validity of the enrollment application and Plan Participant the following materials:
 1. A plan document, which includes information on all covered services, including, but not limited to: benefits, limitations, exclusions, copayments, coinsurances and deductibles, policies and procedures for utilizing clinical and administrative services, conditions under which an individual's membership may be terminated, procedures for registering complaints or filing grievances against the Contractor or any providers participating in a contractual agreement with the Contractor.
 2. Directions to access an online directory of providers, which includes all network physicians, hospitals and specialty facilities. Hard copies of provider directories and certificates of coverage must be available upon request.
 3. Contractor will supply identification cards to Primary Plan Participant(s) of the Plan when necessary. New cards will be issued to all Primary Plan Participant(s) of the Plan

when OGB is serviced by Contractor for the first time. Thereafter, new cards will only be issued on an individual basis, when Primary Plan Participant(s) make changes to their coverage upon annual or any other special enrollment that require the issuance of a new card, whenever OGB adds new Primary Plan Participant(s) to the Plan during a plan year, or whenever a card duplicate is requested at no additional charge to OGB or the Primary Plan Participant(s). Additional cards for family Plan Participants shall also be provided upon request and at no additional charge to OGB or the Plan Participant.

4. Summary of Benefits and Coverage and Uniform Glossary, as required by the federal PPACA and/or state law and/or rules and regulations promulgated pursuant thereto. If requested by OGB, Contractor shall provide printed SBC documents to OGB for distribution to eligible employees who are not enrolled in a medical plan.

- **Claims Processing and Payment.** Process Claims and determine payment levels based on the appropriate allowable charge, pursuant to the terms of the Benefit Plan as construed by Contractor, incurred and timely submitted on or after the Effective Date.
 - 1) OGB has the full, final, binding and exclusive discretion to determine eligibility of benefits and to interpret the terms of the Benefit Plan as may be necessary in order to make Claim determinations. Should OGB decide to overturn a benefit determination made by Contractor, it shall notify Contractor in writing prior to payment of the Claim.
 - 2) Contractor shall make coverage determinations and decide, in accordance with the Plan, the eligibility for payment of Claims incurred and submitted to it during the term of the Contract.
 - 3) Claims will be processed in the order received by Contractor and will not be reprocessed due to out of sequence dates of services.
 - 4) Contractor will process Claims for covered services rendered prior to the termination of the Contract, but not yet paid and/or not submitted for payment to Contractor prior to the termination of the Contract.
 - 5) Based on the Benefit Plan's express terms or OGB's written authorization, and subject to the terms of the Contract, Contractor shall determine the extent of the benefits (if any) to which any Plan Participant is entitled.
 - (i) In the event that OGB determines that Contractor has misinterpreted the Benefit Plan and so informs Contractor in writing of making such determination, Contractor shall begin processing and paying Claims in accordance with OGB's interpretation as set forth in such writing as soon as possible but no later than thirty (30) days after receipt of such notice. Upon OGB's request, in writing, Contractor shall reprocess Claims submitted prior to OGB's notification.
 - (ii) Notwithstanding any determination made by OGB under this Section, Contractor shall have no liability to a Plan Participant or OGB (and OGB shall indemnify Contractor against any such liability) for: withholding payments as directed by OGB; alleged or actual misinterpretations of the Benefit Plan made; or Claims that were denied prior to OGB's determination and written notification to Contractor.
 - 6) If benefits are payable, but the provider does not participate in the provider network, Contractor may make payment to the Primary Plan Participant(s) or to the provider. No one may assign a Plan Participant's right to the payment of benefits without Contractor's express written consent.

- 7) Contractor will readjudicate Claims and recoup any amounts paid to network providers for Claims of Plan Participants beyond the coverage termination date relayed by OGB to Contractor. Such readjudication and recoupment of Claims amounts paid shall be in compliance with all applicable laws, including OGB rules as amended from time to time, provided such readjudication and recoupment time period shall not exceed twelve (12) months from date of Claim payment.
- 8) OGB shall provide Contractor (in a format mutually agreeable to OGB and Contractor) with the following Plan Participant information, where available, upon enrollment and when changes occur: current mailing address, first and last name, date of birth, coverage effective date and/or termination of coverage date, current home phone number, gender, race, date of hire, relationship (e.g., employee/retiree, spouse, child or other dependent), and social security number. OGB will notify Contractor as soon as practicable of a change in such information or a change in coverage status. Claims will be paid in accordance with the information that has been supplied by OGB and received by Contractor at the time the Claims are paid.
- 9) OGB shall ensure that any retroactive Plan Participant termination of coverage sent to Contractor for processing is in compliance with applicable state and/or federal law, specifically with any prohibition on rescissions. Contractor will assume that OGB's request for a retroactive termination of coverage is compliant with applicable law. Contractor will attempt to recoup payments to network providers and readjudicate claims of network providers for the specific terminated Participants identified by OGB and relayed to Contractor prior to August 1, 2018. Otherwise, for purposes of this Contract, a "retroactive" termination of coverage is one where the coverage termination effective date precedes the date on which Contractor receives the notification of termination of coverage by no more than thirty (30) days.

When notified of a coverage termination or retroactive coverage termination, Contractor shall not pay subsequently received Claims for the period of non-coverage. Because Contractor is generally unable to stop payment from occurring on pending or in-process Claims, Contractor shall attempt to recoup and readjudicate those Claims. Contractor will, as soon as reasonably practicable, initiate attempts to recoup from providers any Claim amounts paid in the twelve (12) months prior to OGB's notification to Contractor of the Plan Participants whose coverage has been terminated for such periods, except for the following: (a) Claims amounts paid for pharmacy benefits by a pharmacy benefits manager; (b) Claims with a paid amount less than \$50; (c) Claims amounts paid to out-of-network providers; (d) (ITS) Claims (Claims amounts paid to out-of-state Contractor network or out-of-network providers); or (e) Claim or benefit amounts paid directly to a Plan Participant. If, despite reasonable diligence, Contractor is unsuccessful in its attempt to recoup or recover the paid Claims amounts, OGB remains responsible to fund the Claims. Claims dollars that are successfully recouped will be listed on OGB's invoice as a Claims credit.

Contractor will perform the recoupment process for a maximum of twelve (12) months unless notified by OGB to stop attempting recoupment. The recoupment process stated herein is at no additional cost to OGB. OGB will not receive a refund of any administrative fees paid by OGB pursuant to the Contract for any Plan Participant for any month prior to OGB's notification to Contractor of the retroactive termination of coverage of that Plan Participant.

- 10) Should a provider dispute the attempt to recoup amounts paid for Claims related to retroactive terminations of coverage, and/or seek a more formal resolution to the dispute, including but not limited to arbitration, Contractor will notify OGB as soon as practicable. Contractor and OGB will discuss the provider opposition or dispute and decide on a course of action. If OGB wishes Contractor to continue recovery attempts, OGB shall be responsible thereafter for payment of all documented, reasonable future costs and attorney's fees directly associated with the recovery effort. Contractor will not initiate arbitration on behalf of OGB unless OGB and Contractor mutually agree upon the terms of such.
- Out of Pocket Maximum. Maintain medical and carved out pharmacy Claims for integrated Medical/Rx out of pocket maximum accumulation to ensure compliance with the PPACA.
 - Forms. Furnish necessary forms to OGB for its Plan Participants' eligibility and Claims activities.
 - Claim, Administrative Appeals and Clinical External Reviews. Provide assistance to OGB in complying with grievance and appeal procedures adopted by OGB and as outlined in the Benefit Plan or Summary Plan Document.
- 1) If OGB's Plan is subject to the appeals requirements of PPACA, with respect to processes for internal Claims and appeals and external review, Contractor shall abide by the grievance and appeals procedures as stated in the annual Plan Document. Contractor shall:
- (i) For the first level of internal appeal, determine whether benefits are payable in accordance with the Benefit Plan as a result of an adverse benefit determination, within the timeframes required by law. Contractor will also issue timely decision notices of benefit determination in the appropriate format. If the Contractor receives first level internal appeals requiring eligibility determinations, Contractor will immediately notify and forward the appeal to OGB within five (5) business days of receipt.
 - (ii) At the conclusion of the first level of internal appeal for benefit determination, Contractor will notify the Plan Participant of Contractor's disposition of the appeal including instructions on how to initiate any additional levels of appeal that may be available to the Plan Participant. The determination will include instructions on how the Plan Participant may initiate a second level benefit determination appeal to the Contractor. For the second level internal appeal for benefit determination, Contractor will determine whether benefits are payable in accordance with the Benefit Plan as a result of an adverse benefit determination, within the timeframes required by law and issue timely decision notices in the appropriate format. Additionally, Contractor will notify the Plan Participant in writing of any external review rights that may be available.
 - (iii) Unless otherwise requested by OGB in writing, Contractor will facilitate OGB's external review procedures by randomly assigning an external review request sent by OGB to Contractor to one of Contractor's contracted independent review organizations ("IRO"). Contractor is responsible for complying with applicable laws regarding external review. OGB acknowledges that OGB is responsible for ensuring that the Plan is

administered consistently and in accordance with applicable laws; provided, however, Contractor will be responsible for ensuring Claims received by Contractor are processed in accordance with the ERISA Claims regulation. If OGB requests Contractor in writing not to facilitate the Plan's external review process, OGB will be solely responsible for complying with applicable laws regarding external review.

2) If OGB's Plan is not subject to the appeals requirements of PPACA, with respect to processes for internal Claims and appeals and external review, Contractor shall:

- (i) For the first level of internal appeal for benefit determination, determine whether benefits are payable in accordance with the Benefit Plan, as a result of an adverse benefit determination, within the time frames required by law. Contractor will also issue decision notices in the appropriate format. For first level internal appeals requiring eligibility determinations Contractor will immediately notify and forward appeal to OGB within five (5) business days of receipt.
- (ii) At the conclusion of the first level of internal appeal, Contractor will notify the Plan Participant of the outcome of the appeal, including instructions on how to initiate the second and final level of appeal to OGB.

In the event Contractor receives any final appeal or grievance requests made by a denied claimant, Contractor shall immediately forward the request to OGB within five (5) business days of receipt. OGB accepts full responsibility and liability for ensuring the appeal rights available to a denied claimant under applicable law or the Plan.

- Network Development and Management. Establish, arrange and maintain physician, allied health and hospital provider networks through contractual arrangements with participating hospitals, allied health providers and physicians and with other Blue Cross and Blue Shield Plans.
- PHS/EOB. Furnish to any Plan Participant the appropriate personal health statements ("PHS"), explanation of benefits ("EOB") notices and notices of any denials for Claims.
- Customer/Plan Participant Services. Handle inquiries related to Plan Participant, benefits, Claims payment and Claims payment denial. Contractor will furnish a toll-free telephone number for incoming customer service calls, including telephone technology for the hearing impaired and multi-lingual support. The call center for providers, Plan Participants, account management, and nurse line must be staffed and available to receive calls 8:00AM – 5:00PM CT, Monday through Friday, except on state holidays, including the day following Thanksgiving and the last workday preceding or following Christmas each year. Contractor may be required to extend Call center hours, as needed, during annual and special enrollment periods and other appropriate times as requested by OGB. The crisis line call center for behavioral health will be staffed and available to receive crisis calls 24 hours a day, 7 days a week.
- Financial Functions. Perform financial functions such as billing, cash disbursements and refund processing.
- Coordination of Benefits. Contractor will coordinate benefits on behalf of the Plan following Contractor's standard practices and procedures. This will include the determination of the primary, secondary and tertiary order of liability of the Plan and any other health benefits program under

which a Plan Participant may be eligible for benefits, and the payment of the Plan's share of its liability for a Claim. Coordination of benefit efforts will be based on information available to Contractor at the time of the adjudication of the Claim.

Except for the standard processes that Contractor has in place for questioning Plan Participants regarding other health coverage (which may be subject to change from time to time, but which currently includes sending out a questionnaire to the Plan Participant when Contractor deems appropriate), Contractor shall not be required to determine the existence of any other plan or amount of benefits payable under any such other plan. Following Contractor standard investigation process, if a Plan Participant fails to respond to Contractor's inquiry about the existence of any other coverage, Contractor will reject the Claim and will only process such Claim upon receipt of Plan Participant's response.

- CMS and Medicaid Demand Letters. Remit payments on behalf of OGB to the Centers for Medicare and Medicaid Services ("CMS") or to state Medicaid collection entities in response to Demand Letters for the recovery of Medicare or Medicaid payments. Unless requested by OGB in writing not to make such payments, OGB shall reimburse Contractor for any payments remitted by Contractor on behalf of OGB to CMS or Medicaid collection entities in response to Demand Letters for the recovery of Medicare or Medicaid payments.
- COBRA/USERRA. Assist OGB in meeting its responsibilities with respect to providing the continuation of health care coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). OGB is the Administrator for purposes of COBRA and shall remain responsible for meeting all COBRA and USERRA requirements applicable to the Plan. OGB shall also be responsible for promptly notifying Contractor of individuals who elect to continue Contractor coverage under COBRA or USERRA provisions. Contractor's responsibilities shall include, but not limited to: (1) answer inquiries from former Plan Participants that continue Plan coverage under COBRA or USERRA provisions; and (2) prepare reports for OGB on COBRA and USERRA cases.
- QMCSOs/MCSOs. OGB shall provide benefits in accordance with the applicable requirements of any Qualified Medical Child Support Orders ("QMCSO"), if required by law. Contractor will assist OGB in meeting its responsibilities with respect to the receipt of Medical Child Support Orders ("MCSO"). OGB shall be responsible for: all notification responsibilities with respect to MCSOs, the establishment of written procedures for determining whether such MCSOs are "qualified" and for the administration of benefits under such qualified orders. OGB shall also be responsible for promptly notifying Contractor of the receipt of a MCSO relating to the Plan, OGB's determination as to whether such MCSO is "qualified", the name and address of Alternate Recipients whom OGB has determined are eligible to receive benefits under the Plan and the name and address of any custodial parent or legal guardian designated to receive benefit payments on behalf of such Alternate Recipient. Contractor's responsibilities shall include, but are not limited to, the answering of inquiries from Alternate Recipients or designated guardians who receive benefit payments under the Plan.
- OGB's HIPAA Privacy Obligations/OGB's Access to Protected Health Information. Assist OGB in meeting its responsibilities with respect to administering individual rights and obligations, such as access, amendment and disclosure accounting rights, as required by the HIPAA and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-164) as described in Attachment III: HIPAA Business Associate Addendum. However, OGB shall remain responsible for meeting all HIPAA requirements applicable to the Plan, including but not limited to the preparation of and distribution of its privacy notice.

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

- Administrative Fee Statements and Claim Reports. Generate monthly statements for administrative services fees and other charges and Claim reports.
- Data. Assist OGB in preparation of any return or report pertaining to the Plan as required by any Federal Government Agency, and furnish OGB an annual report of information available to Contractor which may be needed by OGB to satisfy ERISA or any other applicable state or federal requirements. Contractor shall not be responsible for determining when or whether government filings are required or completing or filing any report or return.
- Service Provider Information. If applicable, Contractor will provide to OGB certain information required to be reported related to compensation earned with regard to administration of the Plan. This information shall include all direct and indirect compensation paid by OGB to either Contractor or a third party subcontractor for providing services to the Plan under this Contract.
- Vendor Integration. Integrate with selected contractor(s) as defined by OGB for the administration of the Plan, including pharmacy benefits manager for the purpose of out of pocket maximum accumulation and COBRA administrator.

Care Management

Conduct utilization review, medical necessity determinations, benefit coverage determinations, population health services, and related functions affecting benefit activities. More specifically, such Care Management activities may include, but are not limited to:

- Utilization Management for medical and behavioral health conditions and substance abuse
 - Contractor will conduct prior authorization and concurrent review of inpatient and designated outpatient services to determine medical policy coverage status, medical necessity, and clinical appropriateness of the service(s) and level of care. The appropriate length of service or service units will be determined if the service(s) is deemed appropriate.
- High Tech Imaging (“HTI”) Utilization Management Program
 - Contractor will conduct prior authorization for non-emergent services on selected high-tech radiology modalities. The goal of the HTI program is to ensure diagnostic and treatment plans are medically necessary and meet or exceed evidence-based guidelines. The program will identify quality, lower cost alternative sites of service for selected high-tech radiology modalities and will contact Plan Participants telephonically to share this information.
- Specialty Care Insight

- Contractor will provide data to specialist physicians to identify effective strategies to encourage high value, lower cost services through the assessment of quality-of-care metrics.
- **Shared Decision Making Tools**
 - Contractor may make available shared decision making tools, such as interactive videos, to appropriate Plan Participants regarding their treatment options.
- **BlueCare Telehealth**
 - A health platform that allows for Primary Care Physicians to have on-line visits for certain allowable non-emergent conditions.
- **Value-Based Programs**
 - Contractor may implement certain value based programs, such as Contractor's Quality Blue programs.
- **Population Health - Common Chronic Conditions such as Chronic Obstructive Pulmonary Disease ("COPD"), Coronary Artery Disease ("CAD"), Congestive Heart Failure ("CHF"), Asthma and Diabetes**
 - Contractor will provide Population Health services designed to improve health outcomes, promote and maintain optimal level of functioning, improve confidence in self-management of conditions, and maximize Contract benefits through cost-effective services and coordination of appropriate community resources.
- **Population Health - Non-Chronic and Complex Conditions and Care**
- **Transplant Care Management**
 - The program is designed to improve transplant outcomes and reduce hospitalizations and overall costs associated with the transplant process. Contractor will provide education, steering to Contractor's Centers of Excellence, coordinate early transplant evaluations that support effective planning, promote safe health behaviors, manage co-morbid conditions and provide support to Plan Participants on a wait list and during the transplant process.
- **Care Coordination and Complex Non-Chronic Conditions (Claims >\$50,000 for medical; frequent admits or emergency department visits or repeated self-harm for behavioral health and substance abuse)**
 - Health Coach will contact Plan Participant and/or their provider if unable to reach the Plan Participant, or if the Plan Participant declines participation, when there are intervention opportunities identified. Health Coaches will work collaboratively with the Plan Participants and their providers in an effort to ensure an appropriate treatment plan.
- **High Risk Maternity Management**
 - Contractor will identify high risk pregnancies and engage expectant mothers to improve pregnancy outcomes, reduce neonatal hospitalizations.

- **Children with Special Needs**
 - The primary caregivers of children with special health care needs will be contacted if data indicates gaps in care or lack of appropriate care coordination. The Contractor will seek to improve the system of care for children from birth to 17 years of age and work with caregivers to optimize available benefits.
- **Rare Diseases**
 - Nurses will work with Plan Participants who are diagnosed with rare diseases and with their providers to reduce emergency department visits and admissions by educating on necessary diagnostic tests, management of symptoms, medication side effects and adherence, and disease progression.
- **Post Discharge Outreach Calls**
 - Contractor will identify and reduce risks associated with unplanned hospital readmits. Health coaches will call Plan Participants who are discharged from the hospital with medical admits for:
 - Pancreas Disorders
 - Diabetes
 - Cardiovascular Disorders
 - Respiratory Disorders
 - Bladder/Urinary Disorders
- **Medication Adherence**
 - Contractor will develop an individualized plan to increase or maintain medication adherence which includes, but is not limited to, education on conditions, provider outreach for samples, medication changes, pharmacist consult, and referral to social services for community support for those that enroll in Population Health.
- **On-site Nurse and Community Care Nurse**
 - The on-site nurse will seek to enhance the success of Population Health services by creating a personal, face-to-face experience allowing Plan Participants to build a strong relationship and increase personal accountability. The on-site nurse will:
 - Target employees with certain defined chronic conditions for on-site face to face engagement;
 - Reduce gaps in care and increase medication adherence for program Plan Participants;
 - Leverage relationships with local physicians to help effectively coordinate care for Plan Participants;
 - Further develop and enhance telephonic coaching; and
 - Promote wellness activities.

Key success metrics will be mutually agreed to by the Parties in advance for each Contract year. OGB will provide data in electronic format as required to identify the targeted Plan Participants and to analyze results for the Plan Participants, and reasonable access by nurse/s to the Plan Participants at OGB designated sites. OGB will provide office space and furniture, connectivity for computers and access to sites. Contractor will provide oversight, project management, nurse staff and computer equipment needed to fulfill responsibilities.

- The Community Care Nurse will seek to achieve better health outcomes and costs for targeted Plan Participants at high risk for diseases such as Coronary Artery Disease (CAD), Congestive Heart Failure (CHF), and Diabetes (DM), by working collaboratively with Baton Rouge area providers and Plan Participants to meet the Plan Participants' needs. The Community Care Nurse will focus on Plan Participants who meet the following criteria:
 - Newly diagnosed with potential for complications;
 - Have complex, comorbid, behavioral health issues;
 - High risk, high cost utilizers; and
- Newly discharged requiring complex discharge coordination.

The Community Care Nurse will function in the Baton Rouge community by working with Plan Participants and primary care providers, becoming a part of the provider office teams, hospital teams, and community providers to improve health outcomes and lower costs. Key success metrics for the Community Care Nurse will be mutually agreed to by the Parties in advance for each Contract year. Contractor will provide oversight, project management, nurse staff and computer equipment needed to fulfill responsibilities of the Community Care Nurse.

- Base Wellness Program.
 - ***Live Better Louisiana*** is an OGB Wellness Program supported by Contractor that will give Plan Participants resources to help them better monitor their health, understand their risk factors and make educated choices as to their health.
 - OGB and Contractor will partner to evolve wellness initiatives as needed based on OGB population demographics and claims information.

Contractor shall provide or contract with independent provider(s) of care management services to provide services in accordance with the Benefit Plan, pursuant to the terms of the Plan and this Contract. OGB and Contractor agree to partner to modify the Population Health and Utilization Review programs as needed based on OGB Plan Participants health needs. For new programs or initiatives beyond those described in this Contract, the role of the Contractor and scope of services will be mutually agreed to prior to implementation, with no additional administrative costs to either party.

Third Party Recovery

- Reimbursement, Subrogation and Other Third-Party Recovery. Contractor shall comply with Attachment VII: Blue Cross Blue Shield of Louisiana/State of Louisiana Office of Group Benefits Subrogation and Workers' Compensation Process and Procedures.
 - Unless otherwise agreed between the Contractor and OGB, in the event of termination of the Contract, Contractor will not continue to work as outlined in Attachment VII any subrogation or reimbursement cases within its possession and will forward all cases to OGB for handling. The Contractor will forward any additional subrogation cases identified by the Contractor with dates of service incurred prior to the date of termination to OGB for handling. These cases will be forwarded to OGB in a mutually agreeable format, at no additional cost to OGB.
- Class Action Claims. From time to time, medical plans are certified as class Plan Participants in class actions that involve payments made by the plans for health care services, medications or medical devices. Contractor must notify OGB within five (5) business days of receipt that it has received any

class action notice and/or other lawsuits in which Contractor determines OGB could have an interest. Contractor is not authorized to file such Claims on behalf of OGB. Contractor will provide Claims data and reporting to use in filing for refunds and judgments at no additional cost.

General

- **Advisory Services.** Provide OGB with ongoing Medical/Rx compliance advisory services relating to state and federal legislative changes for self-funded plans.
- **Reporting and Technology Services.** Contractor shall provide OGB and its designated actuarial consultant with access to its standard reporting package, as well as any OGB specific dashboard reporting as developed and mutually agreed upon by both parties, specific security view allowing access to only database records for Plan Participants.
- **Online Access.** Provide 24/7 access, except for scheduled maintenance, to online portal for Plan Participants for activities such as Claim submission, account monitoring, reporting, communications requested and approved by OGB, and any other information required by state and federal laws. All outages in excess of one (1) hour should be promptly reported to the Contract Supervisor.
- **Communication Materials.** Design, update, print and/or email all Primary Plan Participant(s) communication materials (i.e., provider directories, summary plan documents, etc.), advertisements, marketing materials, and education materials for services such as disease management and wellness programs at the Contractor's expense. Only material specific to OGB will be subject to OGB's approval prior to distribution.
- **Annual and Special Enrollment Support.** Provide knowledgeable staff to attend state-wide annual and any other special enrollments and informational meetings as scheduled by OGB as well as prepare, print, and distribute communication materials, etc.
- **Run-Out Services.** Contractor will process Claims for OGB eligible Plan Participants that were incurred prior to but not processed as of the termination of the Contract and which are received by Contractor not more than one (1) year following Contract termination. However, at OGB's request, the handling of such Claims may be transitioned to a successor agent appointed by OGB prior to the end of the run off period, and Contractor shall reasonably cooperate in transitioning of such services to any successor agent appointed by OGB. Further, Contractor will continue to process all Claims and appeals for Claims incurred prior to the termination of the Contract during the one (1) year run off period following termination, unless otherwise transitioned to a successor agent appointed by OGB, at OGB's option.
- **Account Satisfaction.** Conduct annual Primary Plan Participant(s) and OGB satisfaction surveys and report results to OGB. The survey tools are subject to OGB's approval. At a minimum, OGB satisfaction will be measured in the following areas:
 1. Provides effective support in preparing for, and conducting open enrollment events/sessions.
 2. Provides OGB with timely notification of issues impacting Plan Participants.
 3. Responds to issues and questions in a timely, comprehensive manner.
 4. Develops, follows through on action plans; effective coordination to resolve open issues.
 5. Is accessible and attends scheduled meetings.
 6. Delivers agreed upon reports and communication of program results in a timely manner.

- **File Layout and Specifications.** Provide file data in a layout format designated by OGB to include, but not limited to, Check Register File, Population Health Participation, Wellness Participation, Medical Claims File, Provider Files, Code Files, Out of Pocket Maximum, and Adjusted Claims File. Contractor will need to accept OGB's standard file layout. See Attachment IV: File Layout and Specifications.
- **Disaster Recovery/Business Continuity Plan.** Contractor shall continue the performance of critical functions, including the continuation of the HSA Plan Participant accounts through an appropriate and compliant banking institution, and provide essential services in the event of crisis or other disruption.
- **Plan Offerings.** Provide Health Reimbursement Account and Health Savings Account Services for respective plan offerings.
- **Anti-Fraud Efforts.** Contractor agrees to include the OGB in anti-fraud efforts undertaken by Contractor. If Contractor initiates legal proceedings pursuant to anti-fraud efforts that would include the Plan's interests, Contractor shall notify OGB within five (5) business days of such litigation and as to any costs that would be incurred by OGB should OGB decide to allow Contractor to pursue OGB's interest in such litigation. OGB shall notify Contractor if Contractor should pursue OGB's interests in such litigation within a reasonable time.

Deliverables

The deliverables listed in this Section are the standard set required from the Contractor.

Deliverable	Description	Frequency of Submission
Operational Reports		
Quarterly Strategic Report	Plan Dashboard to include data, such as financial experience, claims utilization, program performance, cost management strategies,	Due April 30, July 30, October 30, and January 30 of each calendar year.

Deliverable	Description	Frequency of Submission
	population health and wellness initiatives and key findings and Plan strategies and opportunities.	
Financial Experience	Premium Income and Claims Utilization Experience.	Within fifteen (15) calendar days after end of each month.
Claims Turnaround Time	Percentage of electronic and non-electronic Claims paid within thirty (30) days of receipt.	Within fifteen (15) calendar days after end of each month.
Telephone Abandonment Rate	Percentage of calls where the caller hangs up before speaking to a live voice.	Within fifteen (15) calendar days after end of each month.
PCP Turnover Rate	Percentage of PCPs leaving the network voluntarily or involuntarily during the month.	Within fifteen (15) calendar days after end of each month.
Grievance Log	Number of appeals and grievances filed during the month. A detailed report is required listing all appeals and grievances and the current status of each.	Within fifteen (15) calendar days after end of each month.
Plan Participant - Level Enrollment Accuracy	Percentage of Plan Participant updates within two (2) business days of receipt of a complete eligibility file submission.	Within fifteen (15) calendar days after end of each month and calendar year.
Claims Processing Accuracy	Percentage of Contractor audited Claims processed accurately the first time.	Within fifteen (15) calendar days after end of each month and calendar year.
Financial Payment Accuracy	Percentage of Contractor audited Claims dollars paid accurately.	Within fifteen (15) calendar days after end of each month and calendar year.
Abandoned Call Rate	Percentage of calls where the caller hangs up before speaking to a live voice, excluding those calls abandoned in the first 30 seconds and calls routed to an Interactive Voice Recognition ("IVR") system.	Within fifteen (15) calendar days after end of each month and calendar year.
Plan Participant Written Inquiry Timeliness	Percentage of Plan Participant written inquiries answered within seven (7) business days.	Within fifteen (15) calendar days after end of each month and calendar year.

Deliverable	Description	Frequency of Submission
Average Speed to Answer (“ASA”)	Average lag time to answer by live voice; percentage of Plan Participants who wait over 60 seconds to speak with a live customer service representative.	Within fifteen (15) calendar days after end of each month and calendar year.
Primary Plan Participant(s) ID Card Timeliness	Number of Primary Plan Participant(s) issued identification card within 30 days of receipt of confirmation of enrollment eligibility.	Within fifteen (15) calendar days after end of each month and calendar year.
Data Reporting Timeliness	All required data denoted in Attachment IV must be submitted to OGB within 10 days of the following month.	Within ten (10) calendar days after end of each month being reported.
Subrogation	Reporting in accordance with Attachment VII: Blue Cross Blue Shield of Louisiana / State of Louisiana Office of Group Benefits Subrogation and Workers’ Compensation Process and Procedures.	Per Attachment VII
Reports in Response to Audit Requests	Description will be provided at time of request.	Ad Hoc
Account Satisfaction		
Overall Primary Plan Participant(s) Satisfaction Survey	Conduct annual Primary Plan Participant(s) satisfaction survey and report results to OGB.	Within thirty (30) calendar days after end of each calendar year.
OGB Satisfaction Survey	Conduct annual OGB satisfaction survey and report results to OGB.	

Deliverable	Description	Frequency of Submission
Population Health Management		
Semi-Annual Chronic Condition Management Report	Number of Plan Participants that are eligible and enrolled versus those who are eligible and not enrolled in Chronic Condition Management.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include data beginning January 1 through June 15 and due December 31 to include data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include data beginning December 16 through June 15 and due December 31 to include data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include data beginning December 16 through June 15 and due January 15, 2019 to include data beginning June 16 through December 31, 2018.</p> <p>Calendar Year 4: Two semi-annual reports as follows: Due June 30 to include data beginning December 16 through June 15 and due January 15, 2020 to include data beginning June 16 through December 31, 2019.</p>
Claimants Cost Report	Plan Participants accumulating > \$10,000 in paid claims during period and > \$25,000 YTD. The report will include the number of Plan Participants, number new to report versus ongoing, average paid per Plan Participant, total paid amount, percent of total paid claims, distribution by diagnosis, and Plan Participant category (active, dependents, retirees with Medicare, and retirees without Medicare Plan Participants).	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include</p>

Deliverable	Description	Frequency of Submission
		<p>Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p> <p>Calendar Year 4: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2020 to include Claims data beginning June 16 through December 31, 2019.</p>
Diabetes Adverse Events	Disease related inpatient admits and/or emergency room visits for Plan Participants ages 18-64 with Diabetes.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include</p>

Deliverable	Description	Frequency of Submission
		<p>Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p> <p>Calendar Year 4: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2020 to include Claims data beginning June 16 through December 31, 2019.</p>
Coronary Artery Disease ("CAD") Adverse Events	Disease related inpatient admits and/or emergency room visits for Plan Participants ages 18-64 with CAD.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p> <p>Calendar Year 4: Two semi-annual reports as follows: Due June 30 to include</p>

Deliverable	Description	Frequency of Submission
		Claims data beginning December 16 through June 15 and due January 15, 2020 to include Claims data beginning June 16 through December 31, 2019.
Congestive Heart Failure ("CHF") Adverse Events	Disease related inpatient admits and/or emergency room visits for Plan Participants ages 18-64 with CHF.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p> <p>Calendar Year 4: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2020 to include Claims data beginning June 16 through December 31, 2019.</p>

Deliverable	Description	Frequency of Submission
Diabetes Prevention Program ("DPP") Performance	Aggregated weight loss outcomes of DPP participants for each participant group (i.e. starters and graduates), projected diabetes reduction to include cost avoidance, claims impact, and health status (i.e., BMI, weight, etc.).	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p> <p>Calendar Year 4: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2020 to include Claims data beginning June 16 through December 31, 2019.</p>
Mental Health - 30 day follow up	Percentage of Plan Participants who have a follow up evaluation and management visit within 30 days of discharge.	Within fifteen (15) calendar days after close of each month.
On-site Nurse	Number of newly identified Plan Participants with chronic conditions who engage. Number of Plan Participants engaging with on-site nurse in report period.	Within fifteen (15) calendar days after close of each quarter.

Deliverable	Description	Frequency of Submission
Population Health	Eligible, referred, enrolled engagement statistics, and associated clinical indicators.	Within fifteen (15) calendar days after close of each quarter.
Readmissions Rate	Readmissions rates for inpatient admits including diagnosis within 30 days, 90 days, and 120 days.	Within fifteen (15) calendar days after close of each quarter.
Inpatient Reviews	Number of inpatient admissions reviews, and number of inpatient concurrent reviews per month.	Within fifteen (15) calendar days after close of each quarter.
Clinical Trend Report	List of 25 most common inpatient diagnoses (charges and paid). List of outpatient diagnoses with charges and paid (include cost/Plan Participant, sorted by region of the state where service was provided and in the aggregate).	Within fifteen (15) calendar days after close of each quarter.
Preventive Care	Number of eligible Plan Participants and the number of participating Plan Participants with adherence to required preventive and maintenance screenings based on age and condition.	Within fifteen (15) calendar days after close of each calendar year.
Cost Savings Report	Cost savings information for care management, disease management, wellness, and any other programs implemented to improve health outcomes of Plan Participants.	Within fifteen (15) calendar days after close of each calendar year.
Disease Management Activity Report	Activity Report broken out by line of business ("LOB") to include, but not limited to, plan type and status.	Within fifteen (15) calendar days after close of each month.
Performance Guarantees Report		
Performance Guarantees	A detailed monthly report including metrics for the performance guarantees set forth in the Contract.	Within thirty (30) calendar days after close of each month and calendar year.
Over-Utilization Reports		
ALERT	Over-utilization or abuse by Plan Participant or provider, fraud, etc. with number of cases identified and disposition, and number of cases under review.	Within forty-five (45) calendar days after close of each quarter.

Deliverable	Description	Frequency of Submission
Fraud and Abuse	Financial impact of identified fraud and abuse.	Within forty-five (45) calendar days after close of each quarter.
Network Management Reports		
Overall Network Discounts	Report illustrating the overall discount received by specialty and by region of the state.	Within thirty (30) calendar days after the close of each month and calendar year.
Geo Access	Report for rural and urban, displayed for inpatient facility, partial, hospital, outpatient provider and MD.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p> <p>Calendar Year 4: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2020 to include Claims data beginning June 16 through December 31, 2019.</p>
Other Coverage	Monthly report of Plan Participants who have other coverage (i.e.	Within fifteen (15) calendar days after the close of each month.

Deliverable	Description	Frequency of Submission
	Medicare or other commercial coverage).	
50 Most Utilized Providers	List of 50 most utilized in-network providers in Louisiana by 1) specialty, 2) per region of the state, 3) by number of evaluation and management visits and by 4) total allowed charges.	Reports due: January 4, 2016, and thereafter on April 15, July 15, October 15 and January 15 of each calendar year.
25 Most Utilized Facilities	List of top 25 most utilized facilities by number of admissions, average length of stay, 30, 90, and 120 day readmission rate and 30 day outpatient follow-up rate.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p> <p>Calendar Year 4: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2020 to include Claims data beginning June 16 through December 31, 2019.</p>

Deliverable	Description	Frequency of Submission
Network Providers	Detailed listing including the number of providers and facilities in network by type, facility and provider terminations during report period by type, and new and re-contracted providers and facilities by type during the report period.	Within thirty (30) calendar days after close of each quarter.
In vs. Out of Network Analysis	In-network versus out of network analysis for each level of care (i.e., inpatient, outpatient, etc.).	Within forty-five (45) calendar days after close of each quarter.
Disruption Notification		
Network Disruption Notification	Provide at least sixty (60) days advance written notification to OGB and its Primary Plan Participant(s) of any change in provider networks. Primary Plan Participant(s) communications are subject to OGB's approval prior to distribution by the Contractor.	Within sixty (60) calendar days of any change to network.
Independent Assurances		
Independent Assurances	Contractor and its subcontractors performing key delegated functions shall each supply OGB with an exact copy of the SOC 1, Type II report and/or SOC 2, Type II report (as agreed by OGB) resulting from the SSAE 16 engagement or other assurances as described in Section 25 and for the period Jan 1- Dec 31. If a report is not available for that period, the latest report will be provided with an attestation from the subcontractor's management that the controls reported on have not significantly changed since the issuance of the report ("bridge letter").	<p>Calendar Year 1: Due March 31, 2017 for the period of January 1 – December 31, 2016.</p> <p>Calendar Year 2: Due March 31, 2018 for the period of January 1 – December 31, 2017</p> <p>Calendar Year 3: Due March 31, 2019 for the period of January 1 – December 31, 2018.</p> <p>Calendar Year 4: Due March 31, 2020 for the period of January 1 – December 31, 2019.</p>
Unclaimed Property Report		
Unclaimed Property	Detailed listing in a mutually agreeable format of any unclaimed property of OGB Plan Participants held by Contractor.	No later than June 30 of each calendar year.

Performance Guarantees

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

Metric	Performance Standard	Penalty Percent at Risk Annually
Independent Assurances		
Independent Assurances	Contractor shall supply OGB with an exact copy of the SOC1, Type II and/or SOC 2, Type II report (as agreed by OGB) resulting from the SSAE 16 engagement or any other independent assurances as described in Section 25 and for the period of January 1 – December 31 beginning March 31 2017 and each calendar year thereafter.	\$1,000 per day
Plan Participant and Billing		
Plan Participant-Level Enrollment Accuracy	98% of Plan Participant updates within two (2) business days of receipt of a complete eligibility file submission.	1.5%
Claims Operations		
Claims Processing Accuracy	97% or greater of audited Claims adjudicated accurately in accordance with the Plan.	1.5%
Financial Accuracy	96% or greater of audited Claims accurately paid in accordance with the contracted provider rate.	1.5%

Metric	Performance Standard	Penalty Percent at Risk Annually
Customer Service		
First Call Resolution	80% of Plan Participant calls resolved on first call. Measurement: The number of calls that are completed without the need for referral or follow up actions divided by the total number of calls (excludes calls routed to IVR).	1.5%
Abandoned Call Rate	Less than or equal to 5% abandonment rate as a percent of all calls disconnected before a Customer Service Representative gets on the line. (Excludes calls abandoned within the first 30 seconds and calls routed to IVR).	1.5%
Plan Participant Written Inquiry Timeliness	95% of all written inquiries will be answered within 7 business days.	1.5%
Average Speed to Answer	The average elapsed time between call accepted into Contractor's system and a customer service representative gets on the line will be less than or equal to 60 seconds.	1.5%
Account Satisfaction		
Overall Primary Plan Participant Satisfaction Survey	Satisfaction Rate must be 85% or greater.	2%
OGB Satisfaction Survey	Satisfaction Rate must be 85% or greater, using metrics mutually agreed upon by Contractor and OGB prior to January 1, 2016.	2%
Reporting and Analytics		
Overall Reporting Requirements	Contractor agrees to provide 90% of all reports listed in the Contract by the required timeframe stated in the Contract.	2.5%
Data Analytics	Refresh analytic tool data monthly by the 30th of the following month at minimum 91 percent of the time.	2.5%
Provider Contracting and Network		

Metric	Performance Standard	Penalty Percent at Risk Annually
Minimum Overall Network Discounts (all services)	Contractor will guarantee at least a 60% network discount for Louisiana in-network providers, excluding pharmacy. Contractor will provide a discount report illustrating the overall discount achieved.	Calendar Year 1 - 15% Calendar Year 2 – 13% Calendar Year 3 – 13% Calendar Year 4 – 13%
Population Health Management		
Diabetes Adverse Events	Adverse events defined as disease related inpatient admits and/or emergency room for Plan Participants ages 18-64 with Diabetes. The adverse events for each year will be measured against the prior Plan year's adverse events. The adverse events for each Plan year shall be equal to or less than the prior Plan year's adverse events, using a <i>difference in difference</i> ** trend model.	2%
Coronary Artery Disease Adverse (“CAD”) Events	Adverse events defined as disease related inpatient admits and/or emergency room for Plan Participants ages 18-64 with CAD. The adverse events for each year will be measured against the prior Plan year's adverse events. The adverse events for each Plan year shall be equal to or less than the prior Plan year's adverse events using a <i>difference in difference</i> ** trend model.	2%

Metric	Performance Standard	Penalty Percent at Risk Annually
Congestive Heart Failure (“CHF”) Adverse Events	Adverse events defined as disease related inpatient admits and/or emergency room for Plan Participant ages 18-64 with CHF. The adverse events for each year will be measured against the prior Plan year’s adverse events. The adverse events for each Plan year shall be equal to or less than the prior Plan year’s adverse events, using a <i>difference in difference</i> ** trend model.	2%
Mental Health 30 day follow up visit after discharge	60% of Plan Participants discharged from an inpatient mental health facility will have a follow up visit within 30 days of discharge.	2%
On-site Nurse and Community Care Nurse	<p>Calendar Year 1: Establish on-site nurse population health management with one (1) registered on-site nurse dedicated solely to OGB.</p> <p>Calendar Year 2: Expand the on-site nurse to include two (2) on-site nurses dedicated solely to OGB.</p> <p>Calendar Year 3 from January 1, 2018 through March 31, 2018: A minimum of two on-site nurses dedicated solely to OGB.</p> <p>Calendar Year 3 effective April 1, 2018: Two nurses dedicated solely to OGB.</p> <p>Calendar Year 4: Two nurses dedicated solely to OGB.</p>	<p>Calendar Year 1 – 0%</p> <p>Calendar Year 2 – 2%</p> <p>Calendar Year 3 – 2%</p> <p>Calendar Year 4 – 2%</p>

Metric	Performance Standard	Penalty Percent at Risk Annually
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****Difference in difference** model will isolate changes compared to risk adjusted benchmark reference population

Amendment to Contract Between

**State of Louisiana
Division of Administration
Office of Group Benefits (OGB)**

And

**Louisiana Health Service & Indemnity Company d/b/a
Blue Cross and Blue Shield of Louisiana and its subsidiary HMO Louisiana, Inc.
5525 Reitz Avenue, Baton Rouge, LA 70809-3802**

CHANGE FROM:

3.1 TERM OF CONTRACT

This contract's initial term shall become effective on January 1, 2016, and shall end on December 31, 2018. With all proper approvals and concurrence with the Contractor, OGB 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, as previously amended. Subsequent to the extension of the Contract beyond the initial thirty-six (36) month term, all prior approvals as required by law shall be obtained. Written evidence of such approval shall be submitted, along with the Contract amendment to the appropriate state office to extend the Contract term beyond the initial three (3)-year term. The term of the Contract with any extensions shall not exceed five (5) years.

At this time, OGB is exercising a portion of its 24-month option, to extend the initial term of the Contract for twelve (12) months, through December 31, 2019, at the same rates, terms, and conditions as the initial Contract term, as previously amended, except as provided herein.

Notwithstanding any other provision of this Contract, this Contract and any amendments thereof shall not become effective until approved as required by statutes and regulations of the State of Louisiana.

CHANGE TO:

3.1 TERM OF CONTRACT

This contract's initial term shall become effective on January 1, 2016, and shall end on December 31, 2018. With all proper approvals and concurrence with the Contractor, OGB 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, as previously amended. Subsequent to the extension of the Contract beyond the initial thirty-six (36) month term, all prior approvals as required by law shall be obtained. Written evidence of such approval shall be submitted, along with the Contract

amendment to the appropriate state office to extend the Contract term beyond the initial three (3)-year term. The term of the Contract with any extensions shall not exceed five (5) years.

OGB exercised a portion of its 24-month option, to extend the initial term of the Contract for twelve (12) months, through December 31, 2019, at the same rates, terms, and conditions as the initial Contract term, as previously amended. At this time, OGB is exercising the remaining portion of its 24-month option, to extend the term of twelve (12) months, through December 31, 2020, at the same rates, terms, and conditions as the initial Contract term, as previously amended, except as provided herein.

Notwithstanding any other provision of this Contract, this Contract and any amendments thereof shall not become effective until approved as required by statutes and regulations of the State of Louisiana.

CHANGE FROM:

3.4 PAYMENT TERMS

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of \$3,970,000,000.00 (Three Billion, Nine Hundred Seventy Million Dollars). Payments are predicated upon successful completion and written approval by OGB of the described services and deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract. **No payments will be made by OGB on banking, State holidays.** Payments will be made via check or wire transfer after written approval of the invoice by OGB's Chief Executive Officer, or his/her designee. Contractor shall notify the Contract Supervisor in writing when seventy-five (75%) percent of the maximum Contract amount has been expended.

CHANGE TO:

3.4 PAYMENT TERMS

In consideration of the services required by this Contract, OGB hereby agrees to pay to Contractor a maximum fee of \$4,945,000,000.00 (Four Billion, Nine Hundred Forty-Five Million Dollars). Payments are predicated upon successful completion and written approval by OGB of the described services and deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract. **No payments will be made by OGB on banking, State holidays.** Payments will be made via check or wire transfer after written approval of the invoice by OGB's Chief Executive Officer, or his/her designee. Contractor shall notify the Contract Supervisor in writing when seventy-five (75%) percent of the maximum Contract amount has been expended.

REPLACE ATTACHMENT I: SCOPE OF SERVICES with the attached REVISED ATTACHMENT I: SCOPE OF SERVICES.

Effective Date of Amendment: December 1, 2019

Justification for Amendment:

- To exercise option to extend Contract for twelve (12) of the additional months available under the Contract, at the same rates, terms, and conditions of the initial Contract term, as previously amended, except as provided in this Amendment.
- To increase maximum payable amount to \$4,945,000,000.00 (Four Billion, Nine Hundred Forty-Five Million Dollars).

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

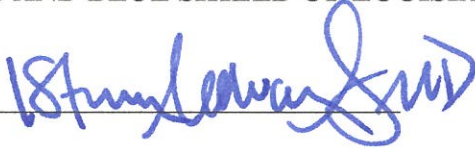
All other provisions of the Contract shall remain in full force and effect. Any conflict between the Contract and this Amendment regarding the subject matters of this Amendment shall be resolved in favor of this Amendment.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

IN WITNESS THEREOF, this Amendment is signed and entered into on the date(s) included below.

**LOUISIANA HEALTH SERVICE &
INDEMNITY COMPANY d/b/a BLUE
CROSS AND BLUE SHIELD OF LOUISIANA**

BY:



NAME: I. Steven Udvarhelyi MD

TITLE: President and CEO

DATE:

9/5/19

**STATE OF LOUISIANA,
DIVISION OF ADMINISTRATION,
OFFICE OF GROUP BENEFITS**

BY:



NAME: Tommy Teague

TITLE: Chief Executive Officer

DATE:

9/9/2019

REVISED ATTACHMENT I: SCOPE OF SERVICES

Overview

Contractor will partner with OGB to provide innovative solutions for medical program management including efficient Claims processing, network management, and population health management. The Contractor is expected to drive health risk improvement and mitigation of rising costs of health care in order for OGB to continue to provide the best value to its Plan Participants.

Below is a list of services the Contractor will be responsible for providing effective January 1, 2016, unless otherwise specified.

Regulatory

- Benefit Plan Document/Summary Plan Description. Prepare and print a document containing a description of the covered benefits provided by the Plan to be used by OGB as a Summary Plan Description. However, it will be OGB's responsibility to review the draft prepared by Contractor and approve the document in writing as correct in the description of the benefits and compliant with all applicable laws and regulations, before dissemination to its Primary Plan Participant(s). If any changes to the draft prepared by Contractor are needed, OGB will request such changes in writing. Contractor shall update the draft to include OGB's requested changes and submit the revised draft to OGB within five (5) business days. Contractor will have no liability for any non-compliance of the document with ERISA, as applicable, or any other standards, or any inaccuracies in regard to the benefit descriptions, statements, disclosures, or any other information contained in the document. If OGB fails to return the document to Contractor at least forty-five (45) days prior to the first day of the next Plan year, Contractor will have the right to consider the last Schedule of Benefits/Benefit Plan submitted to OGB as final and approved in regards to the benefit description for the purpose of rendering the services contracted under the Contract.
- Summary of Benefits and Coverage Document. Prepare a Summary of Benefits and Coverage ("SBC") Document to be used by OGB. Contractor will provide to OGB the SBC within ten (10) business days after it has received from OGB all the benefits information Contractor needs to draft the document. Contractor will not be held responsible for any delays in the distribution of SBCs to Primary Plan Participant(s), unless it has assumed responsibility for such distribution in writing and OGB has submitted the information timely. In any case, it will be OGB's responsibility to review the draft prepared by Contractor. If any changes to the draft prepared by Contractor are needed, OGB will request such changes in writing. Contractor shall update the draft to include OGB's requested changes and submit the revised draft to OGB within five (5) business days. If no changes are required, OGB will approve the document in writing as correct in the description of benefits and compliant with all applicable laws and regulations. Contractor will have no liability for any non-compliance of the document with the law, or any inaccuracies in regard to the benefit descriptions, statements, disclosures, or any other information contained in the document.

The SBC will be prepared by Contractor in the English language. Contractor will not be responsible for any translations of the SBC or any other Plan documents into any other language.

- Dissemination of Summary of Benefits and Coverage to Primary Plan Participant(s). Distribute to Primary Plan Participant(s) a Summary of Benefits and Coverage ("SBC") at the beginning of the Contract, upon renewal of the Contract, or when changes made by OGB to the Plan would require the distribution of a new SBC to all Primary Plan Participant(s). Distribution of the SBCs shall be accomplished by Contractor placing electronic copies of the SBCs on Contractor's OGB designated website. Contractor will not be liable to OGB or to Primary Plan Participant(s) if SBCs are not

distributed within legally required timeframes due to OGB's failure to provide benefit descriptions or benefit changes on time under this Section.

Note: Taxes and fees including but not limited to the Transitional Reinsurance Program fees and the Patient Certified Outcome Research Institute (PCORI) fees are the responsibility of OGB and are not included in the Administrative Fees.

- Notices

- Women's Health and Cancer Rights Act ("WHCRA") Notices. Contractor will provide a notice to Primary Plan Participant(s) under the Women's Health and Cancer Rights Act of 1998.
- HIPAA Authorized Delegate Form. Contractor will provide a HIPAA Authorized Delegate Form to Primary Plan Participant(s).
- HIPAA Privacy Notice. Contractor will provide each Primary Plan Participant(s) with Contractor's HIPAA privacy notice, in the event that Primary Plan Participant(s) need to contact Contractor's Privacy Department. OGB will prepare and Contractor will provide OGB's HIPAA privacy notice to Primary Plan Participant(s).
- Balance Billing Disclosure Notice. Contractor will provide a Balance Billing Disclosure Notice to Primary Plan Participant(s).
- Notices Required by Patient Protection Affordable Care Act ("PPACA") or Other Laws. Contractor will not prepare or distribute any Plan Participant notices required under the Patient Protection and Affordable Care Act or any other state or federal law, unless Contractor assumes responsibility thereof in writing or under the Contract. This includes, but is not limited to, Genetic Information Non-discrimination Act ("GINA") notices, Michelle's Law notices, or COBRA notices.

Medical Claims Administration

- Enrollment and Eligibility. Based upon OGB's determination and written communication to Contractor of a Plan Participant's eligibility for benefits provided under the Plan, Contractor will enroll Plan Participant to receive Plan benefits in accordance with Plan provisions and process any certificates of creditable coverage received by Contractor. Contractor will to the best of its ability, utilizing its current commercial process, make eligibility determinations for eligible over-age dependents. Contractor will accept OGB's standard file layout for the initial eligibility enrollment file. OGB's request for Contractor to enroll subsequent Plan Participants will be subject to Contractor's subsequent enrollment processes.
- Plan Participant Materials. Prepare and distribute to each new Primary Plan Participant(s) within thirty (30) days of receipt of confirmation from OGB as to the validity of the enrollment application and Plan Participant the following materials:
 1. A plan document, which includes information on all covered services, including, but not limited to: benefits, limitations, exclusions, copayments, coinsurances and deductibles, policies and procedures for utilizing clinical and administrative services, conditions under which an individual's membership may be terminated, procedures for registering complaints or filing grievances against the Contractor or any providers participating in a contractual agreement with the Contractor.
 2. Directions to access an online directory of providers, which includes all network physicians, hospitals and specialty facilities. Hard copies of provider directories and certificates of coverage must be available upon request.
 3. Contractor will supply identification cards to Primary Plan Participant(s) of the Plan when necessary. New cards will be issued to all Primary Plan Participant(s) of the Plan when OGB is serviced by Contractor for the first time. Thereafter, new cards will only be

issued on an individual basis, when Primary Plan Participant(s) make changes to their coverage upon annual or any other special enrollment that require the issuance of a new card, whenever OGB adds new Primary Plan Participant(s) to the Plan during a plan year, or whenever a card duplicate is requested at no additional charge to OGB or the Primary Plan Participant(s). Additional cards for family Plan Participants shall also be provided upon request and at no additional charge to OGB or the Plan Participant.

4. Summary of Benefits and Coverage and Uniform Glossary, as required by the federal PPACA and/or state law and/or rules and regulations promulgated pursuant thereto. If requested by OGB, Contractor shall provide printed SBC documents to OGB for distribution to eligible employees who are not enrolled in a medical plan.

- Claims Processing and Payment. Process Claims and determine payment levels based on the appropriate allowable charge, pursuant to the terms of the Benefit Plan as construed by Contractor, incurred and timely submitted on or after the Effective Date.
 - 1) OGB has the full, final, binding and exclusive discretion to determine eligibility of benefits and to interpret the terms of the Benefit Plan as may be necessary in order to make Claim determinations. Should OGB decide to overturn a benefit determination made by Contractor, it shall notify Contractor in writing prior to payment of the Claim.
 - 2) Contractor shall make coverage determinations and decide, in accordance with the Plan, the eligibility for payment of Claims incurred and submitted to it during the term of the Contract.
 - 3) Claims will be processed in the order received by Contractor and will not be reprocessed due to out of sequence dates of services.
 - 4) Contractor will process Claims for covered services rendered prior to the termination of the Contract, but not yet paid and/or not submitted for payment to Contractor prior to the termination of the Contract.
 - 5) Based on the Benefit Plan's express terms or OGB's written authorization, and subject to the terms of the Contract, Contractor shall determine the extent of the benefits (if any) to which any Plan Participant is entitled.
 - (i) In the event that OGB determines that Contractor has misinterpreted the Benefit Plan and so informs Contractor in writing of making such determination, Contractor shall begin processing and paying Claims in accordance with OGB's interpretation as set forth in such writing as soon as possible but no later than thirty (30) days after receipt of such notice. Upon OGB's request, in writing, Contractor shall reprocess Claims submitted prior to OGB's notification.
 - (ii) Notwithstanding any determination made by OGB under this Section, Contractor shall have no liability to a Plan Participant or OGB (and OGB shall indemnify Contractor against any such liability) for: withholding payments as directed by OGB; alleged or actual misinterpretations of the Benefit Plan made; or Claims that were denied prior to OGB's determination and written notification to Contractor.
 - 6) If benefits are payable, but the provider does not participate in the provider network, Contractor may make payment to the Primary Plan Participant(s) or to the provider. No one may assign a Plan Participant's right to the payment of benefits without Contractor's express written consent.

- 7) Contractor will readjudicate Claims and recoup any amounts paid to network providers for Claims of Plan Participants beyond the coverage termination date relayed by OGB to Contractor. Such readjudication and recoupment of Claims amounts paid shall be in compliance with all applicable laws, including OGB rules as amended from time to time, provided such readjudication and recoupment time period shall not exceed twelve (12) months from date of Claim payment.
- 8) OGB shall provide Contractor (in a format mutually agreeable to OGB and Contractor) with the following Plan Participant information, where available, upon enrollment and when changes occur: current mailing address, first and last name, date of birth, coverage effective date and/or termination of coverage date, current home phone number, gender, race, date of hire, relationship (e.g., employee/retiree, spouse, child or other dependent), and social security number. OGB will notify Contractor as soon as practicable of a change in such information or a change in coverage status. Claims will be paid in accordance with the information that has been supplied by OGB and received by Contractor at the time the Claims are paid.
- 9) OGB shall ensure that any retroactive Plan Participant termination of coverage sent to Contractor for processing is in compliance with applicable state and/or federal law, specifically with any prohibition on rescissions. Contractor will assume that OGB's request for a retroactive termination of coverage is compliant with applicable law. Contractor will attempt to recoup payments to network providers and readjudicate claims of network providers for the specific terminated Participants identified by OGB and relayed to Contractor prior to August 1, 2018. Otherwise, for purposes of this Contract, a "retroactive" termination of coverage is one where the coverage termination effective date precedes the date on which Contractor receives the notification of termination of coverage by no more than thirty (30) days.

When notified of a coverage termination or retroactive coverage termination, Contractor shall not pay subsequently received Claims for the period of non-coverage. Because Contractor is generally unable to stop payment from occurring on pending or in-process Claims, Contractor shall attempt to recoup and readjudicate those Claims. Contractor will, as soon as reasonably practicable, initiate attempts to recoup from providers any Claim amounts paid in the twelve (12) months prior to OGB's notification to Contractor of the Plan Participants whose coverage has been terminated for such periods, except for the following: (a) Claims amounts paid for pharmacy benefits by a pharmacy benefits manager; (b) Claims with a paid amount less than \$50; (c) Claims amounts paid to out-of-network providers; (d) (ITS) Claims (Claims amounts paid to out-of-state Contractor network or out-of-network providers); or (e) Claim or benefit amounts paid directly to a Plan Participant. If, despite reasonable diligence, Contractor is unsuccessful in its attempt to recoup or recover the paid Claims amounts, OGB remains responsible to fund the Claims. Claims dollars that are successfully recouped will be listed on OGB's invoice as a Claims credit.

Contractor will perform the recoupment process for a maximum of twelve (12) months unless notified by OGB to stop attempting recoupment. The recoupment process stated herein is at no additional cost to OGB. OGB will not receive a refund of any administrative fees paid by OGB pursuant to the Contract for any Plan Participant for any month prior to OGB's notification to Contractor of the retroactive termination of coverage of that Plan Participant.

10) Should a provider dispute the attempt to recoup amounts paid for Claims related to retroactive terminations of coverage, and/or seek a more formal resolution to the dispute, including but not limited to arbitration, Contractor will notify OGB as soon as practicable. Contractor and OGB will discuss the provider opposition or dispute and decide on a course of action. If OGB wishes Contractor to continue recovery attempts, OGB shall be responsible thereafter for payment of all documented, reasonable future costs and attorney's fees directly associated with the recovery effort. Contractor will not initiate arbitration on behalf of OGB unless OGB and Contractor mutually agree upon the terms of such.

- Out of Pocket Maximum. Maintain medical and carved out pharmacy Claims for integrated Medical/Rx out of pocket maximum accumulation to ensure compliance with the PPACA.
- Forms. Furnish necessary forms to OGB for its Plan Participants' eligibility and Claims activities.
- Claim, Administrative Appeals and Clinical External Reviews. Provide assistance to OGB in complying with grievance and appeal procedures adopted by OGB and as outlined in the Benefit Plan or Summary Plan Document.

1) If OGB's Plan is subject to the appeals requirements of PPACA, with respect to processes for internal Claims and appeals and external review, Contractor shall abide by the grievance and appeals procedures as stated in the annual Plan Document. Contractor shall:

- (i) For the first level of internal appeal, determine whether benefits are payable in accordance with the Benefit Plan as a result of an adverse benefit determination, within the timeframes required by law. Contractor will also issue timely decision notices of benefit determination in the appropriate format. If the Contractor receives first level internal appeals requiring eligibility determinations, Contractor will immediately notify and forward the appeal to OGB within five (5) business days of receipt.
- (ii) At the conclusion of the first level of internal appeal for benefit determination, Contractor will notify the Plan Participant of Contractor's disposition of the appeal including instructions on how to initiate any additional levels of appeal that may be available to the Plan Participant. The determination will include instructions on how the Plan Participant may initiate a second level benefit determination appeal to the Contractor. For the second level internal appeal for benefit determination, Contractor will determine whether benefits are payable in accordance with the Benefit Plan as a result of an adverse benefit determination, within the timeframes required by law and issue timely decision notices in the appropriate format. Additionally, Contractor will notify the Plan Participant in writing of any external review rights that may be available.
- (iii) Unless otherwise requested by OGB in writing, Contractor will facilitate OGB's external review procedures by randomly assigning an external review request sent by OGB to Contractor to one of Contractor's contracted independent review organizations ("IRO"). Contractor is responsible for complying with applicable laws regarding external review. OGB acknowledges that OGB is responsible for ensuring that the Plan is administered consistently and in accordance with applicable laws; provided,

however, Contractor will be responsible for ensuring Claims received by Contractor are processed in accordance with the ERISA Claims regulation. If OGB requests Contractor in writing not to facilitate the Plan's external review process, OGB will be solely responsible for complying with applicable laws regarding external review.

- 2) If OGB's Plan is not subject to the appeals requirements of PPACA, with respect to processes for internal Claims and appeals and external review, Contractor shall:
 - (i) For the first level of internal appeal for benefit determination, determine whether benefits are payable in accordance with the Benefit Plan, as a result of an adverse benefit determination, within the time frames required by law. Contractor will also issue decision notices in the appropriate format. For first level internal appeals requiring eligibility determinations Contractor will immediately notify and forward appeal to OGB within five (5) business days of receipt.
 - (ii) At the conclusion of the first level of internal appeal, Contractor will notify the Plan Participant of the outcome of the appeal, including instructions on how to initiate the second and final level of appeal to OGB.

In the event Contractor receives any final appeal or grievance requests made by a denied claimant, Contractor shall immediately forward the request to OGB within five (5) business days of receipt. OGB accepts full responsibility and liability for ensuring the appeal rights available to a denied claimant under applicable law or the Plan.

- Network Development and Management. Establish, arrange and maintain physician, allied health and hospital provider networks through contractual arrangements with participating hospitals, allied health providers and physicians and with other Blue Cross and Blue Shield Plans.
- PHS/EOB. Furnish to any Plan Participant the appropriate personal health statements ("PHS"), explanation of benefits ("EOB") notices and notices of any denials for Claims.
- Customer/Plan Participant Services. Handle inquiries related to Plan Participant, benefits, Claims payment and Claims payment denial. Contractor will furnish a toll-free telephone number for incoming customer service calls, including telephone technology for the hearing impaired and multi-lingual support. The call center for providers, Plan Participants, account management, and nurse line must be staffed and available to receive calls 8:00AM – 5:00PM CT, Monday through Friday, except on state holidays, including the day following Thanksgiving and the last workday preceding or following Christmas each year. Contractor may be required to extend Call center hours, as needed, during annual and special enrollment periods and other appropriate times as requested by OGB. The crisis line call center for behavioral health will be staffed and available to receive crisis calls 24 hours a day, 7 days a week.
- Financial Functions. Perform financial functions such as billing, cash disbursements and refund processing.
- Coordination of Benefits. Contractor will coordinate benefits on behalf of the Plan following Contractor's standard practices and procedures. This will include the determination of the primary, secondary and tertiary order of liability of the Plan and any other health benefits program under which a Plan Participant may be eligible for benefits, and the payment of the Plan's share of its

liability for a Claim. Coordination of benefit efforts will be based on information available to Contractor at the time of the adjudication of the Claim.

Except for the standard processes that Contractor has in place for questioning Plan Participants regarding other health coverage (which may be subject to change from time to time, but which currently includes sending out a questionnaire to the Plan Participant when Contractor deems appropriate), Contractor shall not be required to determine the existence of any other plan or amount of benefits payable under any such other plan. Following Contractor standard investigation process, if a Plan Participant fails to respond to Contractor's inquiry about the existence of any other coverage, Contractor will reject the Claim and will only process such Claim upon receipt of Plan Participant's response.

- CMS and Medicaid Demand Letters. Remit payments on behalf of OGB to the Centers for Medicare and Medicaid Services ("CMS") or to state Medicaid collection entities in response to Demand Letters for the recovery of Medicare or Medicaid payments. Unless requested by OGB in writing not to make such payments, OGB shall reimburse Contractor for any payments remitted by Contractor on behalf of OGB to CMS or Medicaid collection entities in response to Demand Letters for the recovery of Medicare or Medicaid payments.
- COBRA/USERRA. Assist OGB in meeting its responsibilities with respect to providing the continuation of health care coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). OGB is the Administrator for purposes of COBRA and shall remain responsible for meeting all COBRA and USERRA requirements applicable to the Plan. OGB shall also be responsible for promptly notifying Contractor of individuals who elect to continue Contractor coverage under COBRA or USERRA provisions. Contractor's responsibilities shall include, but not limited to: (1) answer inquiries from former Plan Participants that continue Plan coverage under COBRA or USERRA provisions; and (2) prepare reports for OGB on COBRA and USERRA cases.
- QMCSOs/MCSOs. OGB shall provide benefits in accordance with the applicable requirements of any Qualified Medical Child Support Orders ("QMCSO"), if required by law. Contractor will assist OGB in meeting its responsibilities with respect to the receipt of Medical Child Support Orders ("MCSO"). OGB shall be responsible for: all notification responsibilities with respect to MCSOs, the establishment of written procedures for determining whether such MCSOs are "qualified" and for the administration of benefits under such qualified orders. OGB shall also be responsible for promptly notifying Contractor of the receipt of a MCSO relating to the Plan, OGB's determination as to whether such MCSO is "qualified", the name and address of Alternate Recipients whom OGB has determined are eligible to receive benefits under the Plan and the name and address of any custodial parent or legal guardian designated to receive benefit payments on behalf of such Alternate Recipient. Contractor's responsibilities shall include, but are not limited to, the answering of inquiries from Alternate Recipients or designated guardians who receive benefit payments under the Plan.
- OGB's HIPAA Privacy Obligations/OGB's Access to Protected Health Information. Assist OGB in meeting its responsibilities with respect to administering individual rights and obligations, such as access, amendment and disclosure accounting rights, as required by the HIPAA and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-164) as described in Attachment III: HIPAA Business Associate Addendum. However, OGB shall remain responsible for meeting all HIPAA requirements applicable to the Plan, including but not limited to the preparation of and distribution of its privacy notice.

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

- Administrative Fee Statements and Claim Reports. Generate monthly statements for administrative services fees and other charges and Claim reports.
- Data. Assist OGB in preparation of any return or report pertaining to the Plan as required by any Federal Government Agency, and furnish OGB an annual report of information available to Contractor which may be needed by OGB to satisfy ERISA or any other applicable state or federal requirements. Contractor shall not be responsible for determining when or whether government filings are required or completing or filing any report or return.
- Service Provider Information. If applicable, Contractor will provide to OGB certain information required to be reported related to compensation earned with regard to administration of the Plan. This information shall include all direct and indirect compensation paid by OGB to either Contractor or a third party subcontractor for providing services to the Plan under this Contract.
- Vendor Integration. Integrate with selected contractor(s) as defined by OGB for the administration of the Plan, including pharmacy benefits manager for the purpose of out of pocket maximum accumulation and COBRA administrator.

Care Management

Conduct utilization review, medical necessity determinations, benefit coverage determinations, population health services, and related functions affecting benefit activities. More specifically, such Care Management activities may include, but are not limited to:

- Utilization Management for medical and behavioral health conditions and substance abuse
 - Contractor will conduct prior authorization and concurrent review of inpatient and designated outpatient services to determine medical policy coverage status, medical necessity, and clinical appropriateness of the service(s) and level of care. The appropriate length of service or service units will be determined if the service(s) is deemed appropriate.
- High Tech Imaging (“HTI”) Utilization Management Program
 - Contractor will conduct prior authorization for non-emergent services on selected high-tech radiology modalities. The goal of the HTI program is to ensure diagnostic and treatment plans are medically necessary and meet or exceed evidence-based guidelines. The program will identify quality, lower cost alternative sites of service for selected high-tech radiology modalities and will contact Plan Participants telephonically to share this information.
- Specialty Care Insight

- Contractor will provide data to specialist physicians to identify effective strategies to encourage high value, lower cost services through the assessment of quality-of-care metrics.
- Shared Decision Making Tools
 - Contractor may make available shared decision making tools, such as interactive videos, to appropriate Plan Participants regarding their treatment options.
- BlueCare Telehealth
 - A health platform that allows for Primary Care Physicians to have on-line visits for certain allowable non-emergent conditions.
- Value-Based Programs
 - Contractor may implement certain value based programs, such as Contractor's Quality Blue programs.
- Population Health - Common Chronic Conditions such as Chronic Obstructive Pulmonary Disease ("COPD"), Coronary Artery Disease ("CAD"), Congestive Heart Failure ("CHF"), Asthma and Diabetes
 - Contractor will provide Population Health services designed to improve health outcomes, promote and maintain optimal level of functioning, improve confidence in self-management of conditions, and maximize Contract benefits through cost-effective services and coordination of appropriate community resources.
- Population Health - Non-Chronic and Complex Conditions and Care
- Transplant Care Management
 - The program is designed to improve transplant outcomes and reduce hospitalizations and overall costs associated with the transplant process. Contractor will provide education, steering to Contractor's Centers of Excellence, coordinate early transplant evaluations that support effective planning, promote safe health behaviors, manage co-morbid conditions and provide support to Plan Participants on a wait list and during the transplant process.
- Care Coordination and Complex Non-Chronic Conditions (Claims >\$50,000 for medical; frequent admits or emergency department visits or repeated self-harm for behavioral health and substance abuse)
 - Health Coach will contact Plan Participant and/or their provider if unable to reach the Plan Participant, or if the Plan Participant declines participation, when there are intervention opportunities identified. Health Coaches will work collaboratively with the Plan Participants and their providers in an effort to ensure an appropriate treatment plan.
- High Risk Maternity Management
 - Contractor will identify high risk pregnancies and engage expectant mothers to improve pregnancy outcomes, reduce neonatal hospitalizations.
- Children with Special Needs

- The primary caregivers of children with special health care needs will be contacted if data indicates gaps in care or lack of appropriate care coordination. The Contractor will seek to improve the system of care for children from birth to 17 years of age and work with caregivers to optimize available benefits.
- Rare Diseases
 - Nurses will work with Plan Participants who are diagnosed with rare diseases and with their providers to reduce emergency department visits and admissions by educating on necessary diagnostic tests, management of symptoms, medication side effects and adherence, and disease progression.
- Post Discharge Outreach Calls
 - Contractor will identify and reduce risks associated with unplanned hospital readmits. Health coaches will call Plan Participants who are discharged from the hospital with medical admits for:
 - Pancreas Disorders
 - Diabetes
 - Cardiovascular Disorders
 - Respiratory Disorders
 - Bladder/Urinary Disorders
- Medication Adherence
 - Contractor will develop an individualized plan to increase or maintain medication adherence which includes, but is not limited to, education on conditions, provider outreach for samples, medication changes, pharmacist consult, and referral to social services for community support for those that enroll in Population Health.
- On-site Nurse and Community Care Nurse
 - The on-site nurse will seek to enhance the success of Population Health services by creating a personal, face-to-face experience allowing Plan Participants to build a strong relationship and increase personal accountability. The on-site nurse will:
 - Target employees with certain defined chronic conditions for on-site face to face engagement;
 - Reduce gaps in care and increase medication adherence for program Plan Participants;
 - Leverage relationships with local physicians to help effectively coordinate care for Plan Participants;
 - Further develop and enhance telephonic coaching; and
 - Promote wellness activities.

Key success metrics will be mutually agreed to by the Parties in advance for each Contract year. OGB will provide data in electronic format as required to identify the targeted Plan Participants and to analyze results for the Plan Participants, and reasonable access by nurse/s to the Plan Participants at OGB designated sites. OGB will provide office space and furniture, connectivity for computers and access to sites. Contractor will provide oversight, project management, nurse staff and computer equipment needed to fulfill responsibilities.

- The Community Care Nurse will seek to achieve better health outcomes and costs for targeted Plan Participants at high risk for diseases such as Coronary Artery

Disease (CAD), Congestive Heart Failure (CHF), and Diabetes (DM), by working collaboratively with Baton Rouge area providers and Plan Participants to meet the Plan Participants' needs. The Community Care Nurse will focus on Plan Participants who meet the following criteria:

- Newly diagnosed with potential for complications;
- Have complex, comorbid, behavioral health issues;
- High risk, high cost utilizers; and
- Newly discharged requiring complex discharge coordination.

The Community Care Nurse will function in the Baton Rouge community by working with Plan Participants and primary care providers, becoming a part of the provider office teams, hospital teams, and community providers to improve health outcomes and lower costs. Key success metrics for the Community Care Nurse will be mutually agreed to by the Parties in advance for each Contract year. Contractor will provide oversight, project management, nurse staff and computer equipment needed to fulfill responsibilities of the Community Care Nurse.

- Base Wellness Program.
 - *Live Better Louisiana* is an OGB Wellness Program supported by Contractor that will give Plan Participants resources to help them better monitor their health, understand their risk factors and make educated choices as to their health.
 - OGB and Contractor will partner to evolve wellness initiatives as needed based on OGB population demographics and claims information.

Contractor shall provide or contract with independent provider(s) of care management services to provide services in accordance with the Benefit Plan, pursuant to the terms of the Plan and this Contract. OGB and Contractor agree to partner to modify the Population Health and Utilization Review programs as needed based on OGB Plan Participants health needs. For new programs or initiatives beyond those described in this Contract, the role of the Contractor and scope of services will be mutually agreed to prior to implementation, with no additional administrative costs to either party.

Third Party Recovery

- Reimbursement, Subrogation and Other Third-Party Recovery. Contractor shall comply with Attachment VII: Blue Cross Blue Shield of Louisiana/State of Louisiana Office of Group Benefits Subrogation and Workers' Compensation Process and Procedures.
 - Unless otherwise agreed between the Contractor and OGB, in the event of termination of the Contract, Contractor will not continue to work as outlined in Attachment VII any subrogation or reimbursement cases within its possession and will forward all cases to OGB for handling. The Contractor will forward any additional subrogation cases identified by the Contractor with dates of service incurred prior to the date of termination to OGB for handling. These cases will be forwarded to OGB in a mutually agreeable format, at no additional cost to OGB.
- Class Action Claims. From time to time, medical plans are certified as class Plan Participants in class actions that involve payments made by the plans for health care services, medications or medical devices. Contractor must notify OGB within five (5) business days of receipt that it has received any class action notice and/or other lawsuits in which Contractor determines OGB could have an interest. Contractor is not authorized to file such Claims on behalf of OGB. Contractor will provide Claims data and reporting to use in filing for refunds and judgments at no additional cost.

General

- Advisory Services. Provide OGB with ongoing Medical/Rx compliance advisory services relating to state and federal legislative changes for self-funded plans.
- Reporting and Technology Services. Contractor shall provide OGB and its designated actuarial consultant with access to its standard reporting package, as well as any OGB specific dashboard reporting as developed and mutually agreed upon by both parties, specific security view allowing access to only database records for Plan Participants.
- Online Access. Provide 24/7 access, except for scheduled maintenance, to online portal for Plan Participants for activities such as Claim submission, account monitoring, reporting, communications requested and approved by OGB, and any other information required by state and federal laws. All outages in excess of one (1) hour should be promptly reported to the Contract Supervisor.
- Communication Materials. Design, update, print and/or email all Primary Plan Participant(s) communication materials (i.e., provider directories, summary plan documents, etc.), advertisements, marketing materials, and education materials for services such as disease management and wellness programs at the Contractor's expense. Only material specific to OGB will be subject to OGB's approval prior to distribution.
- Annual and Special Enrollment Support. Provide knowledgeable staff to attend state-wide annual and any other special enrollments and informational meetings as scheduled by OGB as well as prepare, print, and distribute communication materials, etc.
- Run-Out Services. Contractor will process Claims for OGB eligible Plan Participants that were incurred prior to but not processed as of the termination of the Contract and which are received by Contractor not more than one (1) year following Contract termination. However, at OGB's request, the handling of such Claims may be transitioned to a successor agent appointed by OGB prior to the end of the run off period, and Contractor shall reasonably cooperate in transitioning of such services to any successor agent appointed by OGB. Further, Contractor will continue to process all Claims and appeals for Claims incurred prior to the termination of the Contract during the one (1) year run off period following termination, unless otherwise transitioned to a successor agent appointed by OGB, at OGB's option.
- Account Satisfaction. Conduct annual Primary Plan Participant(s) and OGB satisfaction surveys and report results to OGB. The survey tools are subject to OGB's approval. At a minimum, OGB satisfaction will be measured in the following areas:
 1. Provides effective support in preparing for, and conducting open enrollment events/sessions.
 2. Provides OGB with timely notification of issues impacting Plan Participants.
 3. Responds to issues and questions in a timely, comprehensive manner.
 4. Develops, follows through on action plans; effective coordination to resolve open issues.
 5. Is accessible and attends scheduled meetings.
 6. Delivers agreed upon reports and communication of program results in a timely manner.
- File Layout and Specifications. Provide file data in a layout format designated by OGB to include, but not limited to, Check Register File, Population Health Participation, Wellness Participation, Medical Claims File, Provider Files, Code Files, Out of Pocket Maximum, and Adjusted Claims

File. Contractor will need to accept OGB's standard file layout. See Attachment IV: File Layout and Specifications.

- Disaster Recovery/Business Continuity Plan. Contractor shall continue the performance of critical functions, including the continuation of the HSA Plan Participant accounts through an appropriate and compliant banking institution, and provide essential services in the event of crisis or other disruption.
- Plan Offerings. Provide Health Reimbursement Account and Health Savings Account Services for respective plan offerings.
- Anti-Fraud Efforts. Contractor agrees to include the OGB in anti-fraud efforts undertaken by Contractor. If Contractor initiates legal proceedings pursuant to anti-fraud efforts that would include the Plan's interests, Contractor shall notify OGB within five (5) business days of such litigation and as to any costs that would be incurred by OGB should OGB decide to allow Contractor to pursue OGB's interest in such litigation. OGB shall notify Contractor if Contractor should pursue OGB's interests in such litigation within a reasonable time.

Deliverables

The deliverables listed in this Section are the standard set required from the Contractor.

Deliverable	Description	Frequency of Submission
Operational Reports		
Quarterly Strategic Report	Plan Dashboard to include data, such as financial experience, claims utilization, program performance, cost management strategies, population health and wellness initiatives and key findings and Plan strategies and opportunities.	Due April 30, July 30, October 30, and January 30 of each calendar year.
Financial Experience	Premium Income and Claims Utilization Experience.	Within fifteen (15) calendar days after end of each month.
Claims Turnaround Time	Percentage of electronic and non-electronic Claims paid within thirty (30) days of receipt.	Within fifteen (15) calendar days after end of each month.
Telephone Abandonment Rate	Percentage of calls where the caller hangs up before speaking to a live voice.	Within fifteen (15) calendar days after end of each month.
PCP Turnover Rate	Percentage of PCPs leaving the network voluntarily or involuntarily during the month.	Within fifteen (15) calendar days after end of each month.

Deliverable	Description	Frequency of Submission
Grievance Log	Number of appeals and grievances filed during the month. A detailed report is required listing all appeals and grievances and the current status of each.	Within fifteen (15) calendar days after end of each month.
Plan Participant - Level Enrollment Accuracy	Percentage of Plan Participant updates within two (2) business days of receipt of a complete eligibility file submission.	Within fifteen (15) calendar days after end of each month and calendar year.
Claims Processing Accuracy	Percentage of Contractor audited Claims processed accurately the first time.	Within fifteen (15) calendar days after end of each month and calendar year.
Financial Payment Accuracy	Percentage of Contractor audited Claims dollars paid accurately.	Within fifteen (15) calendar days after end of each month and calendar year.
Abandoned Call Rate	Percentage of calls where the caller hangs up before speaking to a live voice, excluding those calls abandoned in the first 30 seconds and calls routed to an Interactive Voice Recognition ("IVR") system.	Within fifteen (15) calendar days after end of each month and calendar year.
Plan Participant Written Inquiry Timeliness	Percentage of Plan Participant written inquiries answered within seven (7) business days.	Within fifteen (15) calendar days after end of each month and calendar year.
Average Speed to Answer ("ASA")	Average lag time to answer by live voice; percentage of Plan Participants who wait over 60 seconds to speak with a live customer service representative.	Within fifteen (15) calendar days after end of each month and calendar year.
Primary Plan Participant(s) ID Card Timeliness	Number of Primary Plan Participant(s) issued identification card within 30 days of receipt of confirmation of enrollment eligibility.	Within fifteen (15) calendar days after end of each month and calendar year.
Data Reporting Timeliness	All required data denoted in Attachment IV must be submitted to OGB within 10 days of the following month.	Within ten (10) calendar days after end of each month being reported.
Subrogation	Reporting in accordance with Attachment VII: Blue Cross Blue Shield of Louisiana / State of Louisiana Office of Group Benefits Subrogation and Workers' Compensation Process and Procedures.	Per Attachment VII

Deliverable	Description	Frequency of Submission
Reports in Response to Audit Requests	Description will be provided at time of request.	Ad Hoc
Account Satisfaction		
Overall Primary Plan Participant(s) Satisfaction Survey	Conduct annual Primary Plan Participant(s) satisfaction survey and report results to OGB.	Within thirty (30) calendar days after end of each calendar year.
OGB Satisfaction Survey	Conduct annual OGB satisfaction survey and report results to OGB.	

Deliverable	Description	Frequency of Submission
Population Health Management		
Semi-Annual Chronic Condition Management Report	Number of Plan Participants that are eligible and enrolled versus those who are eligible and not enrolled in Chronic Condition Management.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include data beginning January 1 through June 15 and due December 31 to include data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include data beginning December 16 through June 15 and due December 31 to include data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include data beginning December 16 through June 15 and due January 15, 2019 to include data beginning June 16 through December 31, 2018.</p> <p>Calendar Year 4: Two semi-annual reports as follows: Due June 30 to include data beginning December 16 through June 15 and due January 15, 2020 to include data beginning June 16 through December 31, 2019.</p> <p><u>Calendar Year 5: Two semi-annual reports as follows: Due June 30 to include data beginning December 16 through June 15 and due January 15, 2021 to include data beginning June 16 through December 31, 2020.</u></p>
Claimants Cost Report	Plan Participants accumulating > \$10,000 in paid claims during period and > \$25,000 YTD. The report will include the number of	Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning

Deliverable	Description	Frequency of Submission
	<p>Plan Participants, number new to report versus ongoing, average paid per Plan Participant, total paid amount, percent of total paid claims, distribution by diagnosis, and Plan Participant category (active, dependents, retirees with Medicare, and retirees without Medicare Plan Participants).</p>	<p>January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p> <p>Calendar Year 4: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2020 to include Claims data beginning June 16 through December 31, 2019.</p> <p><u>Calendar Year 5: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2021 to include Claims data beginning June 16 through December 31, 2020.</u></p>
Diabetes Adverse Events	Disease related inpatient admits and/or emergency room visits for Plan Participants ages 18-64 with Diabetes.	Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning

Deliverable	Description	Frequency of Submission
		<p>January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p> <p>Calendar Year 4: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2020 to include Claims data beginning June 16 through December 31, 2019.</p> <p><u>Calendar Year 5: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2021 to include Claims data beginning June 16 through December 31, 2020.</u></p>

Deliverable	Description	Frequency of Submission
Coronary Artery Disease (“CAD”) Adverse Events	Disease related inpatient admits and/or emergency room visits for Plan Participants ages 18-64 with CAD.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p> <p>Calendar Year 4: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2020 to include Claims data beginning June 16 through December 31, 2019.</p> <p><u>Calendar Year 5: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2021 to include Claims data beginning June 16 through December 31, 2020.</u></p>

Deliverable	Description	Frequency of Submission
Congestive Heart Failure ("CHF") Adverse Events	Disease related inpatient admits and/or emergency room visits for Plan Participants ages 18-64 with CHF.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p> <p>Calendar Year 4: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2020 to include Claims data beginning June 16 through December 31, 2019.</p> <p><u>Calendar Year 5: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2021 to include Claims data beginning June 16 through December 31, 2020.</u></p>

Deliverable	Description	Frequency of Submission
Diabetes Prevention Program ("DPP") Performance	Aggregated weight loss outcomes of DPP participants for each participant group (i.e. starters and graduates), projected diabetes reduction to include cost avoidance, claims impact, and health status (i.e., BMI, weight, etc.).	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p> <p>Calendar Year 4: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2020 to include Claims data beginning June 16 through December 31, 2019.</p> <p><u>Calendar Year 5: Two semi-annual reports as follows:</u> <u>Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2021 to include Claims data beginning June 16 through December 31, 2020.</u></p>

Deliverable	Description	Frequency of Submission
Mental Health - 30 day follow up	Percentage of Plan Participants who have a follow up evaluation and management visit within 30 days of discharge.	Within fifteen (15) calendar days after close of each month.
On-site Nurse	Number of newly identified Plan Participants with chronic conditions who engage. Number of Plan Participants engaging with on-site nurse in report period.	Within fifteen (15) calendar days after close of each quarter.
Population Health	Eligible, referred, enrolled engagement statistics, and associated clinical indicators.	Within fifteen (15) calendar days after close of each quarter.
Readmissions Rate	Readmissions rates for inpatient admits including diagnosis within 30 days, 90 days, and 120 days.	Within fifteen (15) calendar days after close of each quarter.
Inpatient Reviews	Number of inpatient admissions reviews, and number of inpatient concurrent reviews per month.	Within fifteen (15) calendar days after close of each quarter.
Clinical Trend Report	List of 25 most common inpatient diagnoses (charges and paid). List of outpatient diagnoses with charges and paid (include cost/Plan Participant, sorted by region of the state where service was provided and in the aggregate).	Within fifteen (15) calendar days after close of each quarter.
Preventive Care	Number of eligible Plan Participants and the number of participating Plan Participants with adherence to required preventive and maintenance screenings based on age and condition.	Within fifteen (15) calendar days after close of each calendar year.
Cost Savings Report	Cost savings information for care management, disease management, wellness, and any other programs implemented to improve health outcomes of Plan Participants.	Within fifteen (15) calendar days after close of each calendar year.
Disease Management Activity Report	Activity Report broken out by line of business ("LOB") to include, but not limited to, plan type and status.	Within fifteen (15) calendar days after close of each month.
Performance Guarantees Report		

Deliverable	Description	Frequency of Submission
Performance Guarantees	A detailed monthly report including metrics for the performance guarantees set forth in the Contract.	Within thirty (30) calendar days after close of each month and calendar year.
Over-Utilization Reports		
ALERT	Over-utilization or abuse by Plan Participant or provider, fraud, etc. with number of cases identified and disposition, and number of cases under review.	Within forty-five (45) calendar days after close of each quarter.
Fraud and Abuse	Financial impact of identified fraud and abuse.	Within forty-five (45) calendar days after close of each quarter.
Network Management Reports		
Overall Network Discounts	Report illustrating the overall discount received by specialty and by region of the state.	Within thirty (30) calendar days after the close of each month and calendar year.
Geo Access	Report for rural and urban, displayed for inpatient facility, partial, hospital, outpatient provider and MD.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p> <p>Calendar Year 4: Two semi-annual reports as follows: Due June 30 to include</p>

Deliverable	Description	Frequency of Submission
		<p>Claims data beginning December 16 through June 15 and due January 15, 2020 to include Claims data beginning June 16 through December 31, 2019.</p> <p><u>Calendar Year 5: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2021 to include Claims data beginning June 16 through December 31, 2020.</u></p>
Other Coverage	Monthly report of Plan Participants who have other coverage (i.e. Medicare or other commercial coverage).	Within fifteen (15) calendar days after the close of each month.
50 Most Utilized Providers	List of 50 most utilized in-network providers in Louisiana by 1) specialty, 2) per region of the state, 3) by number of evaluation and management visits and by 4) total allowed charges.	Reports due: January 4, 2016, and thereafter on April 15, July 15, October 15 and January 15 of each calendar year.
25 Most Utilized Facilities	List of top 25 most utilized facilities by number of admissions, average length of stay, 30, 90, and 120 day readmission rate and 30 day outpatient follow-up rate.	<p>Calendar Year 1: Two semi-annual reports as follows: Due June 30 to include Claims data beginning January 1 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p> <p>Calendar Year 2: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due December 31 to include Claims data beginning June 16 through December 15.</p>

Deliverable	Description	Frequency of Submission
		<p>Calendar Year 3: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2019 to include Claims data beginning June 16 through December 31, 2018.</p> <p>Calendar Year 4: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2020 to include Claims data beginning June 16 through December 31, 2019.</p> <p><u>Calendar Year 5: Two semi-annual reports as follows: Due June 30 to include Claims data beginning December 16 through June 15 and due January 15, 2021 to include Claims data beginning June 16 through December 31, 2020.</u></p>
Network Providers	Detailed listing including the number of providers and facilities in network by type, facility and provider terminations during report period by type, and new and re-contracted providers and facilities by type during the report period.	Within thirty (30) calendar days after close of each quarter.
In vs. Out of Network Analysis	In-network versus out of network analysis for each level of care (i.e., inpatient, outpatient, etc.).	Within forty-five (45) calendar days after close of each quarter.
Disruption Notification		

Deliverable	Description	Frequency of Submission
Network Disruption Notification	Provide at least sixty (60) days advance written notification to OGB and its Primary Plan Participant(s) of any change in provider networks. Primary Plan Participant(s) communications are subject to OGB's approval prior to distribution by the Contractor.	Within sixty (60) calendar days of any change to network.
Independent Assurances		
Independent Assurances	Contractor and its subcontractors performing key delegated functions shall each supply OGB with an exact copy of the SOC 1, Type II report and/or SOC 2, Type II report (as agreed by OGB) resulting from the SSAE 16 engagement or other assurances as described in Section 25 and for the period Jan 1- Dec 31. If a report is not available for that period, the latest report will be provided with an attestation from the subcontractor's management that the controls reported on have not significantly changed since the issuance of the report ("bridge letter").	<p>Calendar Year 1: Due March 31, 2017 for the period of January 1 – December 31, 2016.</p> <p>Calendar Year 2: Due March 31, 2018 for the period of January 1 – December 31, 2017</p> <p>Calendar Year 3: Due March 31, 2019 for the period of January 1 – December 31, 2018.</p> <p>Calendar Year 4: Due March 31, 2020 for the period of January 1 – December 31, 2019.</p> <p><u>Calendar Year 5: Due March 31, 2021 for the period of January 1 – December 31, 2020.</u></p>
Unclaimed Property Report		
Unclaimed Property	Detailed listing in a mutually agreeable format of any unclaimed property of OGB Plan Participants held by Contractor.	No later than June 30 of each calendar year.

Performance Guarantees

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

Metric	Performance Standard	Penalty Percent at Risk Annually
Independent Assurances		
Independent Assurances	Contractor shall supply OGB with an exact copy of the SOC1, Type II and/or SOC 2, Type II report (as agreed by OGB) resulting from the SSAE 16 engagement or any other independent assurances as described in Section 25 and for the period of January 1 – December 31 beginning March 31 2017 and each calendar year thereafter.	\$1,000 per day
Plan Participant and Billing		
Plan Participant-Level Enrollment Accuracy	98% of Plan Participant updates within two (2) business days of receipt of a complete eligibility file submission.	1.5%
Claims Operations		
Claims Processing Accuracy	97% or greater of audited Claims adjudicated accurately in accordance with the Plan.	1.5%
Financial Accuracy	96% or greater of audited Claims accurately paid in accordance with the contracted provider rate.	1.5%
Customer Service		
First Call Resolution	80% of Plan Participant calls resolved on first call. Measurement: The number of calls that are completed without the need for referral or follow up actions divided by the total number of calls (excludes calls routed to IVR).	1.5%
Abandoned Call Rate	Less than or equal to 5% abandonment rate as a percent of all calls disconnected before a Customer Service Representative gets on the line. (Excludes calls abandoned within the first 30 seconds and calls routed to IVR).	1.5%

Metric	Performance Standard	Penalty Percent at Risk Annually
Plan Participant Written Inquiry Timeliness	95% of all written inquiries will be answered within 7 business days.	1.5%
Average Speed to Answer	The average elapsed time between call accepted into Contractor's system and a customer service representative gets on the line will be less than or equal to 60 seconds.	1.5%
Account Satisfaction		
Overall Primary Plan Participant Satisfaction Survey	Satisfaction Rate must be 85% or greater.	2%
OGB Satisfaction Survey	Satisfaction Rate must be 85% or greater, using metrics mutually agreed upon by Contractor and OGB prior to January 1, 2016.	2%
Reporting and Analytics		
Overall Reporting Requirements	Contractor agrees to provide 90% of all reports listed in the Contract by the required timeframe stated in the Contract.	2.5%
Data Analytics	Refresh analytic tool data monthly by the 30th of the following month at minimum 91 percent of the time.	2.5%
Provider Contracting and Network		
Minimum Overall Network Discounts (all services)	Contractor will guarantee at least a 60% network discount for Louisiana in-network providers, excluding pharmacy. Contractor will provide a discount report illustrating the overall discount achieved.	Calendar Year 1 - 15% Calendar Year 2 – 13% Calendar Year 3 – 13% Calendar Year 4 – 13% <u>Calendar Year 5 – 13%</u>
Population Health Management		

Metric	Performance Standard	Penalty Percent at Risk Annually
Diabetes Adverse Events	Adverse events defined as disease related inpatient admits and/or emergency room for Plan Participants ages 18-64 with Diabetes. The adverse events for each year will be measured against the prior Plan year's adverse events. The adverse events for each Plan year shall be equal to or less than the prior Plan year's adverse events, using a <i>difference in difference</i> ** trend model.	2%
Coronary Artery Disease Adverse ("CAD") Events	Adverse events defined as disease related inpatient admits and/or emergency room for Plan Participants ages 18-64 with CAD. The adverse events for each year will be measured against the prior Plan year's adverse events. The adverse events for each Plan year shall be equal to or less than the prior Plan year's adverse events using a <i>difference in difference</i> ** trend model.	2%
Congestive Heart Failure ("CHF") Adverse Events	Adverse events defined as disease related inpatient admits and/or emergency room for Plan Participant ages 18-64 with CHF. The adverse events for each year will be measured against the prior Plan year's adverse events. The adverse events for each Plan year shall be equal to or less than the prior Plan year's adverse events, using a <i>difference in difference</i> ** trend model.	2%
Mental Health 30 day follow up visit after discharge	60% of Plan Participants discharged from an inpatient mental health facility will have a follow up visit within 30 days of discharge.	2%

Metric	Performance Standard	Penalty Percent at Risk Annually
On-site Nurse and Community Care Nurse	<p>Calendar Year 1: Establish on-site nurse population health management with one (1) registered on-site nurse dedicated solely to OGB.</p> <p>Calendar Year 2: Expand the on-site nurse to include two (2) on-site nurses dedicated solely to OGB.</p> <p>Calendar Year 3 from January 1, 2018 through March 31, 2018: A minimum of two on-site nurses dedicated solely to OGB.</p> <p>Calendar Year 3 effective April 1, 2018: Two nurses dedicated solely to OGB.</p> <p>Calendar Year 4 <u>and 5</u>: Two nurses dedicated solely to OGB.</p>	<p>Calendar Year 1 – 0%</p> <p>Calendar Year 2 – 2%</p> <p>Calendar Year 3 – 2%</p> <p>Calendar Year 4 – 2%</p> <p><u>Calendar Year 5 – 2%</u></p>

***Difference in difference* model will isolate changes compared to risk adjusted benchmark reference population

AMENDMENT TO CONTRACT

BETWEEN THE STATE OF LOUISIANA, OFFICE OF GROUP BENEFITS (OGB)

AND

**LOUISIANA HEALTH SERVICE & INDEMNITY COMPANY
D/B/A BLUE CROSS AND BLUE SHIELD OF LOUISIANA (CONTRACTOR)**

Given the current declaration of public health emergency by federal and state authorities whereby COVID-19 has been declared a worldwide and statewide pandemic, a national emergency, and state of emergency in Louisiana, OGB and Contractor agree and acknowledge as follows:

1.

This pandemic is a major emergency impacting the entire state of Louisiana that has disrupted and threatens to continue to disrupt health care and other services in Louisiana and those provided for under the Contract now in effect between OGB and Contractor and the Benefit Plans issued per the Contract. This Contract became effective on January 1, 2016 and is extended by amendment through December 31, 2020.

2.

In order to ensure the disruption caused by the pandemic to health care and other services in Louisiana and to OGB Plan Participants covered by the Benefit Plans in place as a result of the Contract is as minimal as possible, OGB agrees and acknowledges that the prior authorization requirement for all non-elective services is eliminated effective March 11, 2020 for the duration of the state of emergency declared by Proclamation Number 25 JBE 2020 or until December 31, 2020, whichever is earlier.

3.

OGB agrees and acknowledges that it will reimburse Contractor for the claims and services provided to Plan Participants for non-elective procedures provided even though no prior authorization was obtained.

4.

This Amendment will be effective until the state of emergency declared by Proclamation Number 25 JBE 2020 has ended or December 31, 2020, whichever is earlier.

5.

All other provisions of the Contract and Benefit Plans remain in full force and effect, except to the extent that they conflict with this amendment.

6.


This Amendment is effective as of March 11, 2020, the effective date of the state of emergency declared by Proclamation Number 25 JBE 2020.

(Signature page to follow)

IN WITNESS THEREOF, this Amendment is signed and entered into on the date(s) included below:

LOUISIANA HEALTH SERVICE &
INDEMNITY COMPANY d/b/a/ BLUE
CROSS AND BLUE SHIELD OF LOUISIANA

STATE OF LOUISIANA,
DIVISION OF ADMINISTRATION,
OFFICE OF GROUP BENEFITS

BY: _____

NAME: Dr. Steven Udvarhelyi

TITLE: President and CEO

DATE: April 1, 2020

BY: _____

NAME: Tommy Teague

TITLE: CEO

DATE: April 1, 2020

Amendment to Contract Between

**State of Louisiana
Division of Administration
Office of Group Benefits (OGB)**

And

**Louisiana Health Service & Indemnity Company d/b/a
Blue Cross and Blue Shield of Louisiana and its subsidiary HMO Louisiana, Inc.
5525 Reitz Avenue, Baton Rouge, LA 70809-3802**

Change From:

Revised Attachment I: Scope of Services – page 13 and 14 of Amendment #6

- On-site Nurse and Community Care Nurse
 - The on-site nurse will seek to enhance the success of Population Health services by creating a personal, face-to-face experience allowing Plan Participants to build a strong relationship and increase personal accountability. The on-site nurse will:
 - Target employees with certain defined chronic conditions for on-site face to face engagement;
 - Reduce gaps in care and increase medication adherence for program Plan Participants;
 - Leverage relationships with local physicians to help effectively coordinate care for Plan Participants;
 - Further develop and enhance telephonic coaching; and
 - Promote wellness activities.

Key success metrics will be mutually agreed to by the Parties in advance for each Contract year. OGB will provide data in electronic format as required to identify the targeted Plan Participants and to analyze results for the Plan Participants, and reasonable access by nurse/s to the Plan Participants at OGB designated sites. OGB will provide office space and furniture, connectivity for computers and access to sites. Contractor will provide oversight, project management, nurse staff and computer equipment needed to fulfill responsibilities.

- The Community Care Nurse will seek to achieve better health outcomes and costs for targeted Plan Participants at high risk for diseases such as Coronary Artery Disease (CAD), Congestive Heart Failure (CHF), and Diabetes (DM), by working collaboratively with Baton Rouge area providers and Plan Participants to meet the Plan Participants' needs. The Community Care Nurse will focus on Plan Participants who meet the following criteria:
 - Newly diagnosed with potential for complications;
 - Have complex, comorbid, behavioral health issues;

- High risk, high cost utilizers; and
- Newly discharged requiring complex discharge coordination.

The Community Care Nurse will function in the Baton Rouge community by working with Plan Participants and primary care providers, becoming a part of the provider office teams, hospital teams, and community providers to improve health outcomes and lower costs. Key success metrics for the Community Care Nurse will be mutually agreed to by the Parties in advance for each Contract year. Contractor will provide oversight, project management, nurse staff and computer equipment needed to fulfill responsibilities of the Community Care Nurse.

Change To:

Revised Attachment I: Scope of Services – page 13 and 14 of Amendment #6

- On-site Nurse and Community Care Nurse
 - The on-site nurse will seek to enhance the success of Population Health services by creating a personal, face-to-face experience allowing Plan Participants to build a strong relationship and increase personal accountability. The on-site nurse will:
 - Target employees with certain defined chronic conditions for on-site face to face engagement;
 - Reduce gaps in care and increase medication adherence for program Plan Participants;
 - Leverage relationships with local physicians to help effectively coordinate care for Plan Participants;
 - Further develop and enhance telephonic coaching; and
 - Promote wellness activities.

Key success metrics will be mutually agreed to by the Parties in advance for each Contract year. OGB will provide data in electronic format as required to identify the targeted Plan Participants and to analyze results for the Plan Participants, and reasonable access by nurse/s to the Plan Participants at OGB designated sites. OGB will provide office space and furniture, connectivity for computers and access to sites. Contractor will provide oversight, project management, nurse staff and computer equipment needed to fulfill responsibilities.

- The Community Care Nurse will seek to achieve better health outcomes and costs for targeted Plan Participants at high risk for diseases such as Coronary Artery Disease (CAD), Congestive Heart Failure (CHF), and Diabetes (DM), by working collaboratively with Baton Rouge area providers and Plan Participants to meet the Plan Participants' needs. The Community Care Nurse will focus on Plan Participants who meet the following criteria:
 - Newly diagnosed with potential for complications;
 - Have complex, comorbid, behavioral health issues;
 - High risk, high cost utilizers; and
 - Newly discharged requiring complex discharge coordination.

The Community Care Nurse will function in the Baton Rouge community by working with Plan Participants and primary care providers, becoming a part of the provider office teams, hospital teams, and community providers to improve health outcomes and lower costs. Key success metrics for the Community Care Nurse will be mutually agreed to by the Parties in advance for each

Contract year. Contractor will provide oversight, project management, nurse staff and computer equipment needed to fulfill responsibilities of the Community Care Nurse.

Given the current declaration of public health emergency by federal and state authorities whereby COVID-19 has been declared a worldwide and statewide pandemic, a national emergency, and state of emergency in Louisiana, OGB and Contractor agree and acknowledge that the On-site Nurse requirement is suspended effective March 11, 2020 for the duration of the state of emergency declared by Proclamation Number 25 JBE 2020 or subsequent Proclamation/Executive Order extending the date or until December 31, 2020, whichever is earlier.

Change From:

Revised Attachment I: Scope of Services, Performance Guarantees– page 33 of Amendment #6

Metric	Performance Standard	Penalty Percent at Risk Annually
On-site Nurse and Community Care Nurse	<p>Calendar Year 1: Establish on-site nurse population health management with one (1) registered on-site nurse dedicated solely to OGB.</p> <p>Calendar Year 2: Expand the on-site nurse to include two (2) on-site nurses dedicated solely to OGB.</p> <p>Calendar Year 3 from January 1, 2018 through March 31, 2018: A minimum of two on-site nurses dedicated solely to OGB.</p> <p>Calendar Year 3 effective April 1, 2018: Two nurses dedicated solely to OGB.</p> <p>Calendar Year 4 and 5: Two nurses dedicated solely to OGB.</p>	<p>Calendar Year 1 – 0%</p> <p>Calendar Year 2 – 2%</p> <p>Calendar Year 3 – 2%</p> <p>Calendar Year 4 – 2%</p> <p>Calendar Year 5 – 2%</p>

Change To:

Revised Attachment I: Scope of Services, Performance Guarantees– page 33 of Amendment #6

Metric	Performance Standard	Penalty Percent at Risk Annually
On-site Nurse and Community Care Nurse	<p>Calendar Year 1: Establish on-site nurse population health management with one (1) registered on-site nurse dedicated solely to OGB.</p> <p>Calendar Year 2: Expand the on-site nurse to include two (2) on-site nurses dedicated solely to OGB.</p> <p>Calendar Year 3 from January 1, 2018 through March 31, 2018: A minimum of two on-site nurses dedicated solely to OGB.</p> <p>Calendar Year 3 effective April 1, 2018: Two nurses dedicated solely to OGB.</p> <p>Calendar Year 4 and 5: Two nurses dedicated solely to OGB.</p>	<p>Calendar Year 1 – 0%</p> <p>Calendar Year 2 – 2%</p> <p>Calendar Year 3 – 2%</p> <p>Calendar Year 4 – 2%</p> <p>*Calendar Year 5 – 2%</p> <p><u>*For Calendar Year 5 the On-site Nurse requirement is suspended effective March 11, 2020 for the duration of the state of emergency declared by Proclamation Number 25 JBE 2020 or subsequent Proclamation/ Executive Order extending the date or until December 31, 2020, whichever is earlier.</u></p>

Change From:

Paragraph 2, page 1 of Amendment #7

2.

In order to ensure the disruption caused by the pandemic to health care and other services in Louisiana and to OGB Plan Participants covered by the Benefit Plans in place as a result of the Contract is as minimal as possible, OGB agrees and acknowledges that the prior authorization requirement for all non-elective services is eliminated effective March 11, 2020 for the duration of the state of emergency declared by Proclamation Number 25 JBE 2020 or until December 31, 2020, whichever is earlier.

Change To:

Paragraph 2, page 1 of Amendment #7

2.

In order to ensure the disruption caused by the pandemic to health care and other services in Louisiana and to OGB Plan Participants covered by the Benefit Plans in place as a result of the Contract is as minimal as possible, OGB agrees and acknowledges that the prior authorization requirement for all non-elective services is eliminated effective March 11, 2020 for the duration of the state of emergency declared by Proclamation Number 25 JBE 2020 or a subsequent Proclamation/Executive Order extending the date has ended or until December 31, 2020, whichever is earlier.

Change From:

Paragraph 4, page 1 of Amendment #7

4.

This Amendment will be effective until the state of emergency declared by Proclamation Number 25 JBE 2020 has ended or December 31, 2020, whichever is earlier.

Change To:

Paragraph 4, page 1 of Amendment #7

4.

This Amendment will be effective until the state of emergency declared by Proclamation Number 25 JBE 2020 or a subsequent Proclamation/Executive Order extending the date has ended or December 31, 2020, whichever is earlier.

Effective Date of Amendment: March 11, 2020

Justification for Amendment: This amendment provides for temporary suspension of on-site nursing requirement and on-site nursing performance guarantee due to the COVID-19 pandemic and emergency declared by Proclamation Number 25 JBE 2020. This amendment also revises the term date of the Office of Group Benefits and Blue Cross Blue Shield Contract Amendment #7.

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

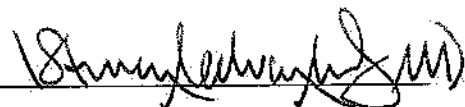
All other provisions of the Contract shall remain in full force and effect. Any conflict between the Contract and this Amendment regarding the subject matters of this Amendment shall be resolved in favor of this Amendment.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

IN WITNESS THEREOF, this Amendment is signed and entered into on the date(s) included below.

**LOUISIANA HEALTH SERVICES &
INDEMNITY COMPANY d/b/a BLUE
CROSS AND BLUE SHIELD OF LOUISIANA**

**STATE OF LOUISIANA,
DIVISION OF ADMINISTRATION,
OFFICE OF GROUP BENEFITS**

BY: 

BY: 

NAME: I. Steven Udvarhelyi MD

NAME: Tommy Teague

TITLE: President and CEO

TITLE: Chief Executive Officer

DATE: 7.24.2020

DATE: 7/27/2020



STATE of LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS



Office of Group Benefits

September 18, 2020 JLCB Meeting

Willis Towers Watson

*Individual Market Medicare Exchange Broker with Administrative Services for HRA
Contract Overview*

Willis Towers Watson

Individual Market Medicare Exchange Broker with Administrative Services for HRA Contract Overview

Contract Purpose	To provide Individual Market Medicare Exchange Broker services for OGB-participating retirees who are enrolled in Medicare Parts A and B, together with administrative services for administering a Health Reimbursement Arrangement (“HRA”), for those retirees who utilize the Exchange.
Eligible enrollees	Retired employees of the State of Louisiana and other OGB-participating entities who are enrolled in Medicare Parts A and B.
Members as of 9/1/2020	747
Beginning Contract Date	1/1/2021
Ending Contract Date	12/31/2023
Renewable Options	Two 12-month options
Procurement Method	Request for Proposals
Contract Amount	N/A
HRA Administration Fee	\$4.00 Per HRA Account per Month (No change from 2020); Payable to Vendor
HRA Wire Transfer Fee	\$15.00 per Transaction (No change from 2020)

The current emergency contract for Individual Market Medicare Exchange Broker with Administrative Services for HRA is with Extend Health, LLC; a Willis Towers Watson company. The product offered by Extend Health/Willis Towers Watson is marketed as Via Benefits.

**Individual Market Medicare Exchange Broker with Administrative Services for Health
Reimbursement Arrangement (IMMHRA)**

1. CONTRACT

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the Office of Group Benefits (hereinafter sometimes referred to as "OGB" or "State") and Willis Towers Watson, 335 Madison Avenue, #20, New York, NY 10017 (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract under the following terms and conditions.

2. SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

The Contractor will be responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this Contract. OGB reserves the right to modify or delete the scope and services listed and, if appropriate, add additional tasks and services prior to and during the term of this Contract, subject to the approval of the OGB CEO, Office of State Procurement, and any other approval required by Louisiana law. Other entities serviced by OGB's health and welfare program may request that the Contractor enter into a confidentiality agreement or other similar agreement as relates to the sharing of certain data needed to perform the services described herein.

At a summary level, these tasks include:

1. Implementation
2. Health Reimbursement Arrangement Administration Services
3. Individual Market Medicare Exchange
4. General Services

All services shall comply with all applicable laws, including, but not limited to, the Patient Protection and Affordable Care Act (PPACA) Section 1557.

The Contractor shall perform the following tasks and services:

Task 1: Implementation

- Assign an implementation team to manage the implementation process.
- Conduct weekly transition calls with OGB during the IMMHRA Plan implementation.
- Coordinate with OGB to develop mutually agreeable file layout specifications and transmission frequency for files.
- Facilitate system programming including, but not limited to, data collection from OGB; file transfer set-up between OGB and Contractor; and data transfer and mapping. If the Contractor requires file mapping and/or subsequent updates, this service will be provided by the Contractor at no additional cost to OGB. **Files must be sent electronically to the OTS MOVEit DMZ Secure FTP server utilizing a security file transport protocol; the preference is FTPS. All files must be encrypted**

using Public Key Infrastructure (PKI) with a prior exchange of Public Key(s), commonly referred to as PGP encryption. The encrypted file(s) must have an extension of “pgp”. The encryption key must have an expiration of no longer than five (5) years from the creation date, key strength is highly suggested 4096 with a minimum allowed 2048, key must include a valid email address and be approved by the OTS InfoSec Team. All files must be encoded as an ASCII text file prior to encryption.

- Ensure successful and timely completion of all tasks necessary to begin performance of this Contract on January 1, 2021, 12:00 AM CT.
- Provide enrollment services during OGB’s annual enrollment period for coverage effective in calendar year 2021.

Task 2: Health Reimbursement Arrangement Administration Services

- Work with OGB in the preparation of, publishing and distribution of such flyers, posters, videos, and other presentations as may be required to accurately explain the advantages and disadvantages of IMMHRA Plan participation to all eligible OGB Plan Participants, including retirees and potential retirees who will participate in Medicare Parts A & B. A copy of the IMMHRA Plan Document is to be made available to Plan Participants at no cost. All such materials shall comply with all applicable laws, including, but not limited to, PPACA Section 1557.
- Establish a participant account for each IMMHRA Plan Participant.
- Maintain physical or electronic files for all Plan Participants for whom participant accounts have been established to include enrollment forms and all other written correspondence and documents concerning each Plan Participant’s account, and if applicable, records of any such actions conducted through the internet or electronic means.
- Administer the Health Reimbursement Arrangement (HRA) Plan according to OGB’s IMMHRA Plan Document (to be developed by the Contractor in consultation with OGB and subject to OGB’s approval). OGB’s current IMMHRA Plan Document is located on the following link:
<http://info.groupbenefits.org/docs/OGBforms/Plans/2013/HRA%20Plan%20Document%20-%202013.pdf>
- Maintain Plan Participant information including all necessary data elements to ensure proper plan administration.
- Provide claims procedures information to enrolled Plan Participants at various times, including upon enrollment, when they retire, or upon coverage termination.
- Assist Plan Participants with submission of expenses for reimbursement.
- Promptly credit contributions to Plan Participant accounts and update account balances within forty-eight (48) hours of receipt of contribution.
- Process Plan Participant requests for reimbursement according to the IMMHRA Plan Document, IRS rules, and United States Department of Labor claims procedure regulations, preferably with an online submission system.
- Maintain records of contributions, interest income, benefit payments and other administrative fee deductions, and resulting account balances of OGB Plan Participants and report the same to OGB in a format and frequency acceptable to OGB, no less than monthly.

- Review and substantiate initial reimbursement claims in accordance with standards set forth under applicable law, including IRS guidelines concerning eligible medical expenses and United States Department of Labor claims procedure regulations.
- Provide online access to transaction and account balance information via a secure internet portal to Plan Participants and OGB.
- Create, print, and stock all necessary forms to carry out IMMHRA Plan operations.
- Conduct internal audits of operations to assure compliance with all applicable laws and the IMMHRA Plan Document.
- Process and pay claims in accordance with the terms of the IMMHRA HRA Plan Document (to be developed by the Contractor in consultation with OGB and subject to OGB's approval).
- Provide OGB (or other individual(s) at the discretion of OGB) with any information pertaining to the IMMHRA necessary to complete necessary IRS tax forms.

Task 3: Individual Market Medicare Exchange

- Provide an Individual Market Medicare Exchange to include, at a minimum, Medicare Advantage plans.
- Provide outreach, information and enrollment assistance to OGB Medicare retirees eligible or potentially eligible for services solicited on behalf of OGB to facilitate such eligible individuals' enrollment in the selected plans offered through the Contractor. Information regarding the Individual Market Medicare Exchange with HRA for calendar year 2021 will be communicated to Medicare eligible retirees during annual enrollment meetings, on the OGB website, in annual enrollment guides and through agency HR departments.

Task 4: General Services

- Provide customer service representatives available to assist Plan Participants on all business days, from 8:00 AM-4:30 PM (Central Time) or such other times that will be subject to OGB's approval.
- Assist OGB with development of an IMMHRA Plan Document that complies with all applicable laws.
- Provide, at a minimum, the following, including, but not limited to:
 - a. Plan Participant communication materials in ready-to-print format such as benefit booklets;
 - b. Newsletters or similar informational materials; and
 - c. Web-access to interactive information, new Plan Participant letters and informational packets.
- Stay current on legal and regulatory changes affecting HRA plans and Medicare coverage and advise OGB of any proposed and final regulatory, legal, or internal procedural changes.
- Handle the intake and review of all customer service inquiries.
- Provide internet services, including website, available twenty-four (24) hours a day, seven (7) days a week, 365 days a year (24/7/365) to allow Plan Participants to access HRA account information and to file claims, including, but not limited to:
 - a. Real-time history of claims submission and payment process;
 - b. Reimbursement process management, such as claim reimbursement status;
 - c. Account management with transaction history and account balance;

- d. Account contributions data (current and historical); and
- e. Education tools.

All such internet services shall comply with all applicable laws, including but not limited to PPACA Section 1557.

- Contractor will digitally record all customer service calls at no additional cost to OGB.
- Contractor will provide to OGB, if requested by OGB, digitally recorded customer service calls, at no additional cost.

3. TERM OF CONTRACT

This Contract is effective January 1, 2021 and will end no later than December 31, 2023, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for up to two (2) additional twelve (12) month periods at the same HRA administrative fee per Plan Participant per month, terms, and conditions. Total contract time may not exceed sixty (60) months.

4. DELIVERABLES

The Contractor will deliver the item(s) or service(s) as described below per the following schedule.

- Provide IMMHRA-level reports pertaining to OGB Plan Participants utilizing the information maintained in the Contractor's recordkeeping system, to the extent permitted by applicable law. These reports are to be provided monthly and shall summarize all transactions that occurred for each Plan Participant and shall report new enrollees within the specified reporting time period.
- Prepare quarterly reports of the contributions made by or through OGB and the benefits paid to, or on behalf of, Plan Participants under the IMMHRA Plan. Reports may be made electronically and submitted to OGB no later than sixty (60) calendar days after each quarter end.
- Prepare year-end reports of the contributions made by or through OGB and the benefits paid to, or on behalf of, Plan Participants under the IMMHRA Plan. Reports may be made electronically and submitted to OGB no later than ninety (90) calendar days after the end of each calendar year.
- Supply OGB with an exact copy of the SOC 1, Type II and/or SOC 2, Type II report resulting from the SSAE 18 engagement, or if approved by OGB by January 15th of each calendar year preceding the report due date, Contractor may provide a quality control plan [such as third party Quality Assurance (QA), or an Independent Verification and Validation (IV & V)], or any other independent Contractor project or performance review or audit report, beginning September 30, 2022, and each calendar year thereafter.

5. PERFORMANCE STANDARDS

5.1 PERFORMANCE REQUIREMENTS

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

Performance Measure	Performance Standard	Performance Guarantee (Percent of Annual Contract Cost at Risk Annually or Penalty Amount)
Independent Assurances	The Contractor shall supply OGB with an exact copy of the SOC 1, Type II and/or SOC 2, Type II report resulting from the SSAE 18 engagement, or if approved by OGB by January 15 th of each calendar year preceding the report due date, the Contractor may provide a quality control plan [such as third party Quality Assurance (QA), or an Independent Verification and Validation (IV & V)], or any other independent Contractor project or performance review or audit report, beginning September 30, 2022, and each calendar year thereafter.	\$1,000 per calendar day
Abandoned Call Rate	Less than or equal to five percent (5%) of Plan Participant calls are abandoned after being connected for at least (30) seconds.	2%
Average Speed to Answer	Average answer time is thirty (30) seconds or less.	2%
Claims Processing	Ninety-eight percent (98%) of electronic and non-electronic claims paid within thirty (30) days of receipt.	2%

The Contractor agrees to provide its operational performance guarantees as to the OGB Contract on an OGB Contract-specific basis. The performance guarantee of a total of six percent (6%) of the annual contracted cost will remain at risk. The Contractor shall also be subject to per day charges for the Independent Assurance Reporting guarantee. All guarantees must be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of each Contract year.

Audit:

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

Monitoring Plan:

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

1. The Contractor will submit various monthly, quarterly, and annual reports to the Contract Supervisor as specified in Section 2. **Scope of Service** of this contract..
2. The Contract Monitor will work to ensure all deliverables are submitted timely and perform subsequent review and acceptance.
3. The Contract Monitor will provide oversight of the implementation of the Scope of Service to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of OGB.

5.2 PERFORMANCE MEASUREMENT/EVALUATION

Measurement Periods:

The first period to be measured shall be January 1, 2021, through December 31, 2021. The second period will be for calendar year 2022, and the third period will be for calendar year 2023. The fourth and fifth periods, subject to the renewal option, will be for calendar years 2024 and 2025, respectively.

6. PAYMENT TERMS

OGB shall pay the Contractor in accordance with the Price Schedule set forth in **Attachment A** to this Contract. The Contractor will invoice OGB monthly for the HRA Administration Fee payment within five (5) business days after the end of each month. Upon validation of the invoice, OGB shall render payment of undisputed amounts within thirty (30) days. Invoices shall include the Contract and order number, using department and services provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. **No payments will be made by OGB on banking or State holidays.**

7. TAXES

The Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in **Attachment A** to this Contract. State agencies are exempt from all State and local sales and use taxes.

8. LATE PAYMENTS

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

9. TERMINATION

The State of Louisiana has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

9.1 TERMINATION OF THIS CONTRACT FOR CAUSE

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

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

9.2 TERMINATION OF THIS CONTRACT FOR CONVENIENCE

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

9.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

10. CONTRACT MODIFICATIONS

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

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

11. USE OF AGENCY'S FACILITIES

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this Contract.

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

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this Contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

12. WAIVER

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

13. WARRANTIES

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

For all other claims against the Contractor where liability is not otherwise set forth in this 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 this Contract, or two (2) times the charges for services rendered by the Contractor under this Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

15. INSURANCE AND BONDS

15.1 INSURANCE

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, in accordance with Section 1.38, 1.39 and **Attachment IX** of the RFP and **Attachment B: Insurance Requirements for Contractors** of this Contract. The Contractor shall maintain the insurance for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

15.2 PERFORMANCE BOND

The Contractor shall provide a Performance Bond (Surety Bond) in the amount of one hundred percent (100%) of the annual contracted HRA administration fees, to insure the successful performance under the terms and conditions of this Contract. The performance bond 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 ten percent (10%) 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 (10%) 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 fifteen percent (15%) 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.

The Contractor shall maintain the performance bond for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

16. LICENSES AND PERMITS

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

17. SEVERABILITY

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

18. SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or

reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

19. SUBSTITUTION OF PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of OGB/State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to projects outside this Contract, outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in providing services. When possible, Contractor will give OGB a minimum of sixty (60) calendar days' advance notice of any changes in OGB's account management team, and a description of the training requirements for new team members. Reasonable exceptions would apply in situations beyond Contractor's control (i.e., resignation/termination with less than sixty (60) calendar days' notice). OGB reserves the right to request changes to any of the assigned personnel based on unsatisfactory performance levels as determined by OGB. Additionally, OGB will be provided with the opportunity to interview any new team member(s).

20. ASSIGNMENT

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

21. CODE OF ETHICS

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

22. CONFIDENTIALITY

The following provision will apply unless the State agency statement of work specifically indicates that all information exchanged will be non-confidential:

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

The Contractor shall execute a Business Associate Addendum and a Data Sharing Agreement that is substantially the same as **Attachment C** and **Attachment D** respectively of this Contract.

23. CONTRACT CONTROVERSIES

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

24. RIGHT TO AUDIT

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

OGB/State has the right to hire an independent third-party auditor, if OGB deems necessary, to review all accounts, procedures, matters, and records, and Contractor and/or subcontractor shall provide access to all files, information system access, and space access upon the request of OGB/State for the third-party auditor selected to perform the indicated audit.

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

25. RECORD RETENTION

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

Contractor agrees to retain all Records in accordance with all state and federal laws and regulations. Further, Contractor agrees to retain all Records in accordance with OGB's official retention schedules (the "Schedules"), **Attachment E: Records Retention Schedule** of this Contract, until such time as the Records are returned to OGB/State or other disposition is agreed. In the event the applicable law and the Schedules contain different retention periods, the Records shall be kept for the longer period. Records shall be in a format and media as required by applicable law, or as agreed upon by the parties in writing, if allowed by law. The Schedules in place as of the effective date of this Contract are contained in **Attachment E: Records Retention Schedule** of this Contract, and may be amended from time to time as deemed necessary by OGB. To further ensure compliance with the Schedules and Louisiana retention laws and rules, the Contractor agrees to abide by the processes outlined in **Attachment F: Imaging System Survey Compliance and Records Destruction** of this Contract.

25.1 RECORD OWNERSHIP

Contractor shall return the Records to OGB/State, at Contractor's expense, within seven (7) business days of request or in the specific instance of termination or expiration of this Contract, within sixty (60) business days after the termination or expiration of this Contract, and the Contractor shall retain no copies of the Records, unless required by applicable law, provided, the confidentiality and security requirements of the Contract shall apply to such Records as long as retained by the Contractor. Additionally, all State data must be sanitized from the Contractor's (and its subcontractors' and/or vendors') systems in compliance with the most current revision of NIST SP 800-66.

26. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

27. CONTRACTOR'S COOPERATION/CLOSE-OUT

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

28. SECURITY

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

29. COMMENCEMENT OF WORK

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

30. COMPLIANCE WITH CIVIL RIGHTS LAWS

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 Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. 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.

31. ANTI-KICKBACK CLAUSE

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

32. CLEAN AIR ACT

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

33. ENERGY POLICY AND CONSERVATION ACT

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

34. CLEAN WATER ACT

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

35. ANTI-LOBBYING AND DEBARMENT ACT

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

36. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

37. FUND USE

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

38. HEADINGS

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

39. INDEPENDENT ASSURANCES

The State of Louisiana, Office of Group Benefits will require the Contractor and/or subcontractors to provide some form of assurances that internal controls over the process being administered by the Contractor for OGB is operating properly. The assurances provided by the Contractor may be in the form of SOC I and/or type II reports resulting from independent SSAE 18 engagement of internal controls, quality assurance reports or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 18 review is required, the audit firm will conduct tests of the Contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurances may be required by OGB. The Contractor may be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV & V), or other internal project/program reviews or audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 18 review or audit is required of the Contractor, the audit firm will submit to OGB and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply OGB with an exact copy of the report within thirty (30) calendar days of completion. When required by OGB, such audits may be performed annually during the term of this Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to OGB. The cost of the SSAE 18 engagement is to be borne by the Contractor and it was included in the cost proposed in response to the RFP.

40. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this Contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

41. COMPLETE CONTRACT

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

42. ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated June 22, 2020 and the Contractor's Proposal dated July 28, 2020, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT _____ on this ____ day of ____, 20__, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

WILLIS TOWERS WATSON SIGNATURE:

By: _____

Title: _____

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this _____ day of ____, 20__, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

OFFICE OF GROUP BENEFITS SIGNATURE:

By: _____

Tommy Teague

Title _____

Approved by:

Director of State Procurement

Date: _____

ATTACHMENT A: PRICE SCHEDULE

Monthly HRA Administration Fee

Plan Participants as of 2/1/2020	Monthly Cost
615	\$4.00 per HRA account per month (\$250 monthly minimum) Retiree and spouse share the account
HRA Set-up	\$0
Implementation	\$0
Anytime Webcast*	\$0

* The Anytime Webcast is a YouTube-based recording that OGB may make available at their website. Retirees can click on 24/7 and view the presentation slides while listening to the audio presentation to fully understand the Individual Market Option.

ATTACHMENT B: INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

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

2. Commercial General Liability

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

3. Professional Liability (Errors and Omissions)

Professional Liability (Errors & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000 per claim. Claims-made coverage is acceptable, subject to the further terms within this section A.3. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months with full reinstatement of limits, from the expiration date of the policy, if the policy is not renewed.

4. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CAA 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 for owned, hired and non-owned automobiles.

5. Cyber/Data Breach Liability

Cyber/data breach liability insurance, including first-party costs, due to a breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall not contain any special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

- a. All policies must be endorsed to require thirty (30) days' written notice of cancellation to the Agency. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify the Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or the Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

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

compensation coverage only.

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

E. VERIFICATION OF COVERAGE

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

State of Louisiana
Its Officers, Agents, Employees and Volunteers
P.O. Box 94095, Baton Rouge, LA 70804-9095
Project or Contract #: A3000015390P
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the OGB, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

In the event the Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that the Contractor, its owners, agents and employees will have no cause of action against, and shall not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or be considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that the 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.

ATTACHMENT C: BUSINESS ASSOCIATE ADDENDUM

State of Louisiana
Office of Group Benefits
HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the “Addendum”) is entered into effective the _____ day of _____, 2020 (the “Effective Date”), by and between _____ (“Business Associate”) and the State of Louisiana, Office of Group Benefits, on behalf of itself and its affiliates, if any (individually and collectively, the “Covered Entity”) and adds to the Agreement or Contract dated _____, 2020, entered into between Covered Entity and Business Associate (the “Agreement”).

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

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

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

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

- (c) Business Associate, upon written request by Covered Entity, may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B). For purposes of this Section, Data Aggregation means, with respect to PHI, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analyses that relate to the health care operations of the respective Covered Entities. It is not contemplated that Business Associate will perform Data Aggregation services with PHI received from Covered Entity without express prior written permission of Covered Entity.
- (d) Business Associate may completely de-identify any and all PHI created or received by Business Associate under this Agreement; provided, however, that the de-identification conforms to the requirements of HIPAA and in accordance with any guidance issued by the Secretary. Such resulting de-identified information would not be subject to the terms of this Addendum.
- (e) Business Associate may create a Limited Data Set, as defined in HIPAA, and use such Limited Data Set pursuant to a Data Use Agreement that meets the requirements of HIPAA, provided Covered Entity agrees to such creation and use of a Limited Data Set.

4. Required Safeguards To Protect PHI. Business Associate shall implement appropriate safeguards in accordance with HIPAA to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of the Agreement. To the extent that Business Associate creates, receives, maintains, or transmits electronic PHI (“ePHI”) on behalf of Covered Entity, Business Associate shall comply with the HIPAA Security Rule as of the relevant effective date and further, shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI.

5. Reporting to Covered Entity. Business Associate shall immediately report to Covered Entity any use or disclosure of PHI not provided for by this Addendum, including breaches of unsecured PHI in accordance with the Breach Notification Rule (45 CFR Subpart D), and any security incident of which it becomes aware. Business Associate shall cooperate with Covered Entity’s investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.

6. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum, including, but not limited to, compliance with any state law or contractual data breach requirements.

7. Agreements with Third Parties. Business Associate understands and agrees that any agent or subcontractor that may create, receive, maintain or transmit PHI on behalf of Business Associate must comply with all applicable laws and regulations as are applicable to Covered Entity in regard to PHI. Business Associate shall enter into a written agreement with any agent or subcontractor of Business Associate that will create, receive, maintain, or transmit PHI on behalf of Business Associate. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Addendum with respect to such PHI. Such agreements with Business Associates agents and subcontractors shall be provided to Covered Entity upon request and subject to audit hereunder.

8. Access to Information. Within ten (10) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 CFR 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) days forward such request to Covered Entity.

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

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

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

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

13. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity and to the Secretary for purposes of determining Covered Entity's compliance with HIPAA for the term of this Agreement and for five (5) years following the final payment under the Agreement.

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

15. Breach of Contract by Business Associate. In addition to any other rights Covered Entity may have in the Agreement, this Addendum or by operation of law or in equity, Covered Entity may (i) immediately terminate the Agreement if Covered Entity determines that Business Associate has violated a material term of this Addendum, or (ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's exercise of its option to permit

Business Associate to cure a breach of this Addendum shall not be construed as a waiver of any other rights Covered Entity has in the Agreement, this Addendum or by operation of law or in equity.

16. Indemnification. Business Associate shall defend, indemnify and hold harmless Covered Entity and its officers, trustees, employees, subcontractors and agents from and against any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate or its subcontractors of Business Associate's obligations under this Addendum or HIPAA. This Section 16 of the Addendum shall survive the termination of the Agreement or this Addendum.

17. Exclusion from Limitation of Liability. To the extent that Business Associate has limited its liability under the terms of the Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI. This Section 17 of the Addendum shall survive the termination of the Agreement and this Addendum.

18. Injunctive Relief. Business Associate acknowledges and stipulates that the unauthorized use or disclosure of PHI by Business Associate or its subcontractors while performing services pursuant to the Agreement or this Addendum would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from Business Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement or this Addendum.

19. Third Party Rights. The terms of this Addendum are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and Covered Entity.

20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate pursuant to the terms of the Agreement.

21. Changes in the Law. Covered Entity may amend either the Agreement or this Addendum, as appropriate, to conform to any new or revised federal or state legislation, rules, regulations, and records retention policies to which Covered Entity is subject now or in the future including, without limitation, HIPAA.

22. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court, or administrative order, or other discovery request or mandate for release of PHI, other than a standard medical records request/medical records subpoena, Business Associate shall notify Covered Entity of such within five (5) business days by providing a copy of such and any applicable comments. Covered Entity shall have the right to control Business Associate's response to such request.

23. Conflicts. If there is any direct conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

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

**STATE OF LOUISIANA
OFFICE OF GROUP BENEFITS**

By: _____
Signature

*Tommy Teague
Printed Name*

Title: Chief Executive Officer

Date: _____

WILLIS TOWERS WATSON

By: _____
Signature

Printed Name

Title: _____

Date: _____

ATTACHMENT D: DATA SHARING AGREEMENT

This Data Sharing Agreement (“Agreement”) is entered and effective this ____ day of _____, 20__, by _____ (“Contractor”) to establish the content, use, and protection of data containing “Personal Information” that may be provided to Contractor by Office of Group Benefits, State of Louisiana (“OGB”), in conjunction with the Contract between OGB (issued through Office of State Procurement) and Contractor wherein Contractor provides an Individual Market Medicare Exchange Broker (“IMMHRA”) for OGB’s Medicare retirees, together with administrative services for a Health Reimbursement Arrangement (“HRA”) for those retirees who utilize the Exchange (the “Data”). The shared Personal Information will be accessed through services provided by the Division of Administration, Office of Technology Services (“OTS”). OGB and other supporting State agencies and offices are collectively referred to herein as “State.” Capitalized terms not specifically defined herein shall have the definition of such term as defined in the State’s Information Security Policy.

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

Purpose of Agreement

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

Responsible Party

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

Contractor Contact

Name:

Title:

Telephone:

Email:

OGB Contact

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

OTS Contact

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

Term of Agreement

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

Access, Use, and Disclosure of Personal Information

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

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

Constraints on Access, Use, and Disclosure of Personal Information

In recognition of the foregoing, Contractor agrees and covenants that it shall: (i) keep and maintain all Personal Information in confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) use and disclose Personal Information solely and exclusively for the Purpose for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement

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

Contractor acknowledges and stipulates that the unauthorized access, use, or disclosure of Personal Information by Contractor or its employees, officers, contractors, or subcontractors, while performing the Purpose pursuant to this Agreement and the Contract would cause irreparable harm to OGB, and in such event, OGB shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from Contractor costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of this Agreement.

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

Applicable Law and Venue

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

Information Security

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

Contractor's personnel shall comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>, and externally for materials and property belonging to the State or related to the Contract.

Notification of Security Events

Contractor shall implement and maintain safeguards and monitoring plans to detect unauthorized access to or use of confidential information and any attempts to gain unauthorized access to confidential information. Contractor shall notify OGB promptly and without unreasonable delay, not more than forty-eight (48) hours

after Contractor becomes aware of any suspected or actual event of unauthorized use or disclosure of Personal Information where the security and confidentiality of such information may have been compromised (a “Security Event”). Security Events must also be reported to Louisiana’s Information Security Team by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov. Thereafter, Contractor shall (i) make available all applicable records, logs, files, data reporting, and other materials required by the State to determine the actual exposure of Personal Information and facilitate any breach notification obligations; (ii) use commercially reasonable efforts to prevent a recurrence of any Security Event; (iii) assist and cooperate with OGB in its investigation of the Security Event; and (iv) provide OGB with the name and contact information for an employee of Contractor who shall serve as OGB’s primary security contact and shall be reasonably available to assist OGB in resolving its obligations associated with the Security Event. Contractor will provide commercially reasonable assistance to OGB, bear the cost and expense of all notifications and remediation actions, and implement any agreed upon technical remediation.

Indemnification

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

Modification and Severability

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

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

[Signatures on the following page]

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

**STATE OF LOUISIANA
OFFICE OF GROUP BENEFITS**

WILLIS TOWERS WATSON

By:

Title:

Signature:

Date:

By:

Title:

Signature:

Date:

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

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

By:

Richard Howze

Title:

Statewide Chief Information Officer

Signature:

Date:

ATTACHMENT E: RECORDS RETENTION SCHEDULE

Records Retention Schedule										SS ARC 932 (01/12) <u>R2014-620</u>																																																																																																																																						
Louisiana Secretary of State, Division of Archives, Records Management and History Post Office Box 94125, Baton Rouge, LA 70804										Page 1 of 7																																																																																																																																						
Agency No. <u>003 005</u> Agency / Division / Section <u>Division of Administration / Office of Group Benefits - Administration- HIPAA</u>										Indicate Use of Form																																																																																																																																						
<table border="1"> <thead> <tr> <th rowspan="2">Item Number</th> <th rowspan="2">Records Series Title</th> <th colspan="3">Retention Period</th> <th rowspan="2">Security</th> <th rowspan="2">Archival</th> <th rowspan="2">State Records Center</th> <th rowspan="2">Vital</th> <th rowspan="2">Remarks</th> </tr> <tr> <th>In Office</th> <th>In Storage</th> <th>Total Retention</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Unit Audit Reports (Information Accuracy Checks)</td> <td>ACT + 1 CY</td> <td></td> <td>ACT + 1 CY</td> <td>M</td> <td>S</td> <td>N</td> <td>I</td> <td>ACT = until end of CY in which administrative need ends</td> </tr> <tr> <td>2</td> <td>Health Insurance Portability and Accountability Act Privacy and Security Policies and Procedures</td> <td>ACT + 6 CY</td> <td></td> <td>ACT + 6 CY</td> <td>M</td> <td>S</td> <td>N</td> <td>I</td> <td>ACT = until end of CY in which revised or superseded and agency ceases to operate</td> </tr> <tr> <td>3</td> <td>Notice of Privacy Practices</td> <td>ACT + 6 CY</td> <td></td> <td>ACT + 6 CY</td> <td>M</td> <td>S</td> <td>N</td> <td>V</td> <td>ACT = until the end of the CY created or received</td> </tr> <tr> <td>4</td> <td>HIPAA Compliance Documentation</td> <td>ACT + 6 CY</td> <td></td> <td>ACT + 6 CY</td> <td>M</td> <td>S</td> <td>N</td> <td>V</td> <td>ACT = until the end of the CY created or received</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>										Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks	In Office	In Storage	Total Retention	1	Unit Audit Reports (Information Accuracy Checks)	ACT + 1 CY		ACT + 1 CY	M	S	N	I	ACT = until end of CY in which administrative need ends	2	Health Insurance Portability and Accountability Act Privacy and Security Policies and Procedures	ACT + 6 CY		ACT + 6 CY	M	S	N	I	ACT = until end of CY in which revised or superseded and agency ceases to operate	3	Notice of Privacy Practices	ACT + 6 CY		ACT + 6 CY	M	S	N	V	ACT = until the end of the CY created or received	4	HIPAA Compliance Documentation	ACT + 6 CY		ACT + 6 CY	M	S	N	V	ACT = until the end of the CY created or received																																																																																	<input type="checkbox"/> ORIGINAL SUBMISSION <input checked="" type="checkbox"/> RENEWAL <input type="checkbox"/> REPLACEMENT PAGE <input type="checkbox"/> ADDENDUM PAGE	
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Agency Approval

Date Signed

Secretary of State, State Archives & Records Services

Date Approved

Records Retention Schedule

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

Http://www.sos.la.gov

SS ARC 932 (01/12)

P2014-636

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Agency No	Agency / Division / Section	Retention Period			Security	Archival	State Records Center	Vital	Remarks
Item Number	Records Series Title	In Office	In Storage	Total Retention					
1	Internal Audit records (audited documents, reports, work papers, legislative audit reports)	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the CY in which report issued/project closed
2	Board and Committee Minutes	PERM		PERM	M	R	N	V	
3	Strategic Plan	ACT + 5 CY		ACT + 5 CY	P	S	N	I	ACT = until the end of the CY in which agency ceases to operate
4	Legal Files	ACT + 1 CY	9 CY	ACT + 10 CY	M	S	Y	V	ACT = until end of CY in which file is closed out.
5	Board Election Materials	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until end of CY in which election results are certified.
6	Publications	ACT + 10 CY		ACT + 10 CY	M	S	N	I	ACT = until end of CY in which agency ceases to exist
7	Records Management Files (Retention Schedules, Disposal Requests, Transmittals)	ACT + 10 CY		ACT + 10 CY	M	S	N	V	ACT = until end of CY in which agency ceases to exist

Permitted Retention Period Abbreviations ACT – Active Period (when used define term in remarks column) FY – Fiscal Year (July 1 – June 30) CY – Calendar Year (Jan 1 – Dec 31) AY – Academic Year (Aug 1 – July 31) FFY – Federal Fiscal Year (Oct 1 – Sept 30) MO – Months WK – Week DY – Day(s) PERM – Permanent	Security Status Codes P – Public Record M – May Contain Confidential Information C – Confidential Information Archival Processing Codes A – Transfer to State Archives R – Retain in Agency Archives S – Review by State Archives O – Other (Specify in Remarks)	State Records Center Use Y – Yes N – No Vital Record Identification Code V – Vital I – Important U – Useful	Agency Abbreviations
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[Signature]
Agency Approval

12-30-14
Date Signed

Cavie Martin, CRM
Secretary of State, State Archives & Records Services

1/7/15
Date Approved

Records Retention Schedule

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

[Http://www.sos.la.gov](http://www.sos.la.gov)

SS ARC 932 (01/12)

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Agency No	Agency / Division / Section				Security	Archival	State Records Center	Vital	Indicate Use of Form	
	Division of Administration / Office of Group Benefits - Administration - General								<input type="checkbox"/> ORIGINAL SUBMISSION <input checked="" type="checkbox"/> RENEWAL <input type="checkbox"/> REPLACEMENT PAGE <input type="checkbox"/> ADDENDUM PAGE	
Item Number	Records Series Title	Retention Period							Remarks	
		In Office	In Storage	Total Retention						
1	Special order forms, Personnel Action Requests, Travel Requests/Expense reports, requisitions and related correspondence/memos.	ACT + 2 CY	1 CY	ACT + 3 CY	M	S	Y	I	ACT = until end of the CY in which created or received.	
2	General Correspondence (not related to other record series)	ACT + 2 CY	1 CY	ACT + 3 CY	M	S	Y	I	ACT = until end of the CY in which created or received.	
3	Supervisor Files	ACT + 1 CY	1 CY	ACT + 2 CY	M	S	Y	I	ACT = until end of CY in which supervision ends	
4	Visitor sign-in/Sign - Out Sheets	ACT + 2 CY	3CY	ACT + 5 CY	M	S	Y	U	ACT = until end of CY in which created or received	
5	Time and Attendance Reports/Vendor Reports, PES, PPR, Leave requests, Overtime documentation and related correspondence/memos.	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until end of CY in which created or received	
6	Mail, Fax, Postage & Tracked Logs	ACT + 1 CY	2 CY	ACT + 3 CY	M	S	Y	I	ACT = until end of CY created or received	
7	Budget records	ACT + 5 CY		ACT + 5 CY	P	S	N	I	ACT = until the end of the CY created or received	
8	Contracts and agreements (including contract approval backup material)	ACT + 3 CY	7 CY	ACT + 10 CY	M	S	N	V	ACT = until end of CY in which contract or agreement expires or terminates.	
9	Notice of Intent to Contract (NIC), Request for Proposals and Reports	ACT + 3 CY		ACT + 3 CY	M	S	N	V	ACT = until end of CY in which contract is awarded	
Permitted Retention Period Abbreviations ACT - Active Period (when used define term in remarks column) FY - Fiscal Year (July 1- June 30) CY - Calendar Year (Jan 1 - Dec 31) AY - Academic Year (Aug 1 - July 31) FFY - Federal Fiscal Year (Oct 1 - Sept 30) MO - Months WK - Week DY - Day(s) PERM - Permanent		Security Status Codes P - Public Record M - May Contain Confidential Information C - Confidential Information Archival Processing Codes A - Transfer to State Archives R - Retain in Agency Archives S - Review by State Archives O - Other (Specify in Remarks)			State Records Center Use Y - Yes N - No Vital Record Identification Code V = Vital I = Important U = Useful		Agency Abbreviations PES = Personnel Evaluation System PPR = Personnel Performance Rating			

Agency Approval

Date Signed

Secretary of State, State Archives & Records Services

Date Approved

SS ARC 932 (01/12)

[Http://www.sos.la.gov](http://www.sos.la.gov)

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Agency Approval

Date Signed _____

Secretary of State, State Archives & Records Services

Date Approved _____

Records Retention Schedule

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

[Http://www.sos.la.gov](http://www.sos.la.gov)

SS ARC 932 (01/12)

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Agency No	Agency / Division / Section								
	Division of Administration / Office of Group Benefits/ Flexible Benefits and Imaging Services								
Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Indicate Use of Form <input type="checkbox"/> ORIGINAL SUBMISSION <input checked="" type="checkbox"/> RENEWAL <input type="checkbox"/> REPLACEMENT PAGE <input type="checkbox"/> ADDENDUM PAGE
		In Office	In Storage	Total Retention					
1	Health Claims (including supplemental claims)	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
2	Explanation of Benefits (EOBs)	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
3	Medical Records	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
4	Pre-determinations	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
5	Case Management	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
6	Medical Necessities	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
7	Paid-In Vouchers	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
8	Flexible Benefit Forms	ACT + 5 CY		ACT + 5 CY	C	S	N	V	ACT = until end of CY in which superseded, cancelled or revoked.
9	Flexible Benefit Master File	ACT + 10 CY		ACT + 10 CY	C	S	N	V	ACT = until end of CY in which agency ceases to operate.
Permitted Retention Period Abbreviations ACT – Active Period (when used define term in remarks column) FY – Fiscal Year (July 1 – June 30) CY – Calendar Year (Jan 1 – Dec 31) AY – Academic Year (Aug 1 – July 31) FFY – Federal Fiscal Year (Oct 1 – Sept 30) MO – Months WK – Week DY – Day(s) PERM – Permanent		Security Status Codes P – Public Record M – May Contain Confidential Information C – Confidential Information Archival Processing Codes A – Transfer to State Archives R – Retain in Agency Archives S – Review by State Archives O – Other (Specify in Remarks)	State Records Center Use Y – Yes N – No Vital Record Identification Code V = Vital I = Important U = Useful	Agency Abbreviations					

Agency Approval

Date Signed

Secretary of State, State Archives & Records Services

Date Approved

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

Page 6 of 7

<http://www.sos.la.gov>

Agency Approval

Date Signed _____

Secretary of State, State Archives & Records Services

Date Approved _____

SS ARC 932 (01/12)

<http://www.sos.la.gov>

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Agency Approval

Date Signed

Secretary of State, State Archives & Records Services

Date Approved _____

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

Page 1 of 1

Page 1 of 1

Agency Approval

Carrie Martin, CEO
Secretary of State, State Archives & Records Services

1/7/15
Date Approved

ATTACHMENT F: IMAGING SYSTEM SURVEY COMPLIANCE AND RECORDS DESTRUCTION

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

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

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

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

<http://www.sos.la.gov/HistoricalResources/ManagingRecords/GetForms/Pages/default.aspx>.

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

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

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

AMENDMENT NUMBER 3

Software Maintenance Agreement for the Office of Technology Services on behalf of the Louisiana Department of Children and Family Services

Be it known that on the date of approval shown below, the Louisiana Division of Administration, Office of Technology Services (hereinafter sometimes referred to as "State" or "Licensee") on behalf of the Louisiana Department of Children and Family Services and Northwoods Consulting Partners, Inc. with offices at 5815 Wall Street, Dublin, Ohio 43017 (hereinafter sometimes referred to as "Contractor" or "Northwoods") do hereby enter into Amendment Number 3 to the Software Maintenance Agreement under the following terms and conditions through the undersigned and duly authorized representatives of each respective party.

Change to Term of Agreement

Agreement term changed to read: "The term of this Agreement begins on November 28, 2017 and will expire on November 27, 2021, unless terminated in accordance with the termination clauses in this Agreement. At the option of the State of Louisiana and acceptance of the contractor, this Agreement may be extended for one (1) additional twelve (12) month period at the same terms and conditions.

Prior to the extension of the Agreement beyond the twelve (12) month term, prior 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 Agreement amendment to the Office of State Procurement ("OSP") to extend the Agreement terms beyond the twelve (12) month term. Total agreement time may not exceed sixty (60) months.

All other terms and conditions of the Agreement remain the same. The original agreement and all amendments constitute the entire Agreement between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 3 as of the approval date shown below.

Northwoods Consulting Partners Inc.

By: _____
Contractor Signature

Title: _____

Date: _____

Department of Children and Family Services

By: _____
State Agency Signature

Title: _____

Date: _____

LA Division of Administration

By: _____
State Agency Signature

Title: _____

Date: _____

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

AMENDMENT NUMBER 2

Software Maintenance Agreement for the Office of Technology Services on behalf of the Louisiana Department of Children and Family Services

Be it known that on the date of approval shown below, the Louisiana Division of Administration, Office of Technology Services (hereinafter sometimes referred to as "State" or "Licensee") on behalf of the Louisiana Department of Children and Family Services and Northwoods Consulting Partners, Inc. with offices at 5815 Wall Street, Dublin, Ohio 43017 (hereinafter sometimes referred to as "Contractor" or "Northwoods") do hereby enter into Amendment Number 2 to the Software Maintenance Agreement under the following terms and conditions through the undersigned and duly authorized representatives of each respective party.

Change to Term of Agreement

Agreement term changed to read: "The term of this Agreement begins on November 28, 2017 and will expire on November 27, 2020, unless terminated in accordance with the termination clauses in this Agreement. At the option of the State of Louisiana and acceptance of the contractor, this Agreement may be extended for two (2) additional twelve (12) month periods at the same terms and conditions.

Prior to the extension of the Agreement beyond the 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. Such written evidence of JLCB approval shall be submitted, along with the Agreement amendment to the Office of State Procurement ("OSP") to extend the Agreement terms beyond the thirty-six (36) month term. Total agreement time may not exceed sixty (60) months.

All other terms and conditions of the Agreement remain the same. The original agreement and all amendments constitute the entire Agreement between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 2 as of the approval date shown below.

Northwoods Consulting Partners Inc.

By: _____
Contractor Signature

Title: _____

Date: _____

Department of Children and Family Services

By: _____
State Agency Signature

Title: _____

Date: _____

LA Division of Administration

By: _____
State Agency Signature

Title: _____

Date: _____

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

AMENDMENT NUMBER 1

Software Maintenance Agreement for the Office of Technology Services on behalf of the Louisiana Department of Children and Family Services

Be it known that on the date of approval shown below the Louisiana Division of Administration, Office of Technology Services (hereinafter sometimes referred to as "State" or "Licensee") on behalf of the Louisiana Department of Children and Family Services and Northwoods Consulting Partners, Inc. with offices at 5815 Wall Street, Dublin, Ohio 43017 (hereinafter sometimes referred to as "Contractor" or "Northwoods") do hereby enter into Amendment Number 1 to the agreement for Software Maintenance under the following terms and conditions through the undersigned and duly authorized representatives of each respective party.

Change to Term of Agreement

Agreement term changed to read: "The term of this Agreement begins on November 28, 2017 and will expire on November 27, 2019, unless terminated in accordance with the termination clauses in this Agreement. At the option of the State of Louisiana and acceptance of the contractor, this Agreement may be extended for three (3) additional twelve (12) month periods at the same terms and conditions.

Prior to the extension of the Agreement beyond the 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. Such written evidence of JLCB approval shall be submitted, along with the Agreement amendment to the Office of State Procurement ("OSP") to extend the Agreement terms beyond the thirty-six (36) month term. Total agreement time may not exceed sixty (60) months.

All other terms and conditions of the Agreement remain the same. The original agreement and all amendments constitute the entire Agreement between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor.

Contract Amendment 1
PST Log 12 014

IN WITNESS WHEREOF, the parties have executed this Amendment Number 1 as of the approval date shown below.

Northwoods Consulting Partners, Inc.

CONTRACTOR'S SIGNATURE:

SIGNATURE:

By:

By:

By:

Title:

Date:

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

STATE

STATE AGENCY SIGNATURE:

By:

AGENCY SIGNATURE:

Title:

Date:

DIVISION OF ADMINISTRATION

STATE AGENCY SIGNATURE:

By:

Title:

Date:

APPROVED

DIVISION OF ADMINISTRATION

OFFICE OF STATE PROCUREMENT

LOG NO: 18 12 014

DATE: December 14, 2018

BY: Felicia M. Sommer
for STATE DIRECTOR OF PROCUREMENT

OFFICE

OF STATE PROCUREMENT

SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") is entered into as of December 20, 2017 ("Effective Day") by and between Northwoods Consulting Partners, Inc. ("Contractor" or "Northwoods"), with offices at 5815 Wall Street, Dublin, Ohio 43017 and The Division of Administration, Office of Technology Services ("State" or "Licensee") with an address at 1201 North Third Street, Baton Rouge, LA 70802 on behalf of the Louisiana Department of Children and Family Services.

1. TERM

The term of this Agreement begins on November 28, 2017 and will expire on November 27, 2018, unless terminated in accordance with the termination clauses in this Agreement, with up to four (4) optional one-year renewals. Any renewal term shall be mutually agreed to by the parties in writing.

2. APPLICABLE LAW

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

3. GRANT OF LICENSE

No software is licensed under this Agreement. Licensee has licensed the Covered Software pursuant to the terms of a Software License Agreement with Hyland Software, Inc. (as the same may be amended or modified from time to time, hereinafter referred to as the "EULA").

4. OWNERSHIP OF SOFTWARE

Ownership of software provided under this Agreement shall be in accordance with the EULA.

5. COPIES

The number of copies for software provided under this Agreement shall be in accordance with the EULA.

6. SUPPORT PLAN

Northwoods shall provide Tier 2 remote support services as described in Exhibit A for the Covered Software and the delivery of generally released upgrades and enhancements with respect to such software from Northwoods.

Northwoods shall have executed with Hyland Software Inc. an agreement ("Contractor Use Agreement") which allows Northwoods to: (1) make use of the Covered Software configuration tools, Covered Software administrative tools or any of the Covered Software's application

programming interfaces ("APIs"); (2) make use of any training materials or attend any training courses, either online or in person, in either case related to the Covered Software; or (3) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community).

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action 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 Agreement as being without limitation, and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

8. CODE OF ETHICS

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

9. WAIVER

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

10. HEADINGS

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

11. ASSIGNMENT

No contractor shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

12. CONTRACT CONTROVERSIES

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

13. RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the State, or others so designated by the State, shall have the option to audit all accounts directly pertaining to this Agreement for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

14. RECORD RETENTION

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

15. CONTRACT MODIFICATIONS

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

16. SEVERABILITY

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

17. TERMINATION

- a. The State of Louisiana has the right to terminate this Agreement immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any Agreement with the State of Louisiana; (c) conflict of Agreement provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.
- b. *Automatic.* This Agreement shall terminate automatically, without any other or further action on the part of either of the parties, immediately upon any termination of the EULA.
- c. *Non-Renewal.* Licensee may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Northwoods on or prior to the date

payment is due of Northwoods' invoice for annual support fees for the next succeeding renewal term of this Agreement.

d. *Effect of Termination.*

1) *Payments.* Notwithstanding any termination of this Agreement, Licensee shall be obligated to pay Northwoods for (A) all Support Services provided on a firm, fixed fee basis in accordance with this Agreement at any time on or prior to the effective date of termination; and (B) all annual support fees due with respect to any period commencing prior to the effective date of termination. All such payments shall be made in accordance with Section 4 of this Exhibit A, which shall survive any such termination for these purposes.

2) *Reinstatement of Agreement.* In the event of the termination of this Agreement by Licensee under Section 17(c) (Non-Renewal), Licensee may at any time after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 17(d)(2). To obtain reinstatement, Licensee shall deliver written notice to such effect to Northwoods, together with payment in full of: (A) annual support fees, based upon Northwoods' Annual Support Fee Schedule in effect as of the time of such reinstatement, for all periods that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (B) an amount equal to one hundred ten percent (110%) of the annual support fee, based upon Northwoods' Annual Support Fee Schedule in effect as of the time of such reinstatement, for the renewal term of this Agreement commencing on the effective date of such reinstatement. Any reinstatement under this Section 17(d)(2) shall be effective as of the first business day after Northwoods has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal term commencing with the effective date of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter the term of this Agreement shall be renewed: (i) at the end of such first renewal term, for a period of one year; and (ii) thereafter, annually on a year by year basis.

EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 17(d)(2), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION FOR CAUSE

The State may terminate this Agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement provided that the State shall give the Contractor

written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

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

20. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

21. SECURITY

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

22. CONFIDENTIALITY

The following provision will apply unless the State Agency specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this

paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement, or is rightfully obtained from third parties.

23. COMPLIANCE WITH CIVIL RIGHTS LAWS

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 Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

24. PAYMENT

The State shall pay Contractor in accordance with the Pricing Schedule set forth in Exhibit A to this Agreement. The Contractor may invoice the State at the billing address designated by the State. Payments will be made by the State within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the State. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

25. TAXES

Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost shown in Exhibit A.

26. LATE PAYMENTS

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

27. FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature

or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

28. USE OF AGENCY'S FACILITIES

Any property of the State furnished to the Contractor shall be used only for the performance of this Agreement.

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

The Contractor shall surrender to the State Agency all property of the State Agency prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

29. OWNERSHIP

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

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State at Contractor's expense, at termination or expiration of this Agreement.

30. WARRANTIES

Northwoods warrants that the Support Services shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Support Services fail to conform to this limited warranty, Licensee must notify Northwoods in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If, after such timely notice from Licensee, the Support Services in question are determined not to conform to this limited warranty, Northwoods' sole obligation, and Licensee's sole remedy, shall be for Northwoods to use commercially reasonable efforts to re-perform the nonconforming Support Services in an attempt to correct the nonconformity. If Northwoods is unable to correct such nonconformity after a reasonable period of time, Licensee's sole and exclusive remedy shall be termination of this Agreement in accordance with Section 19. This warranty specifically excludes non-performance issues caused as a result of incorrect data or

incorrect procedures used or provided by Licensee or a third party, or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

No Warranty of Patches, Upgrades and Fixes. The EULA shall govern any limited warranty or disclaimer relating to Patches, Upgrades and Fixes of the Covered Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Patches, Upgrades and Fixes.

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

31. WARRANTY OF PERFORMANCE

The warranty for the performance of any software provided under this Agreement shall be in accordance with the EULA.

EXTENT OF WARRANTY:

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

32. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Agreement and debarment from future agreements.

33. CONTRACTOR'S COOPERATION/CLOSE-OUT

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Agreement is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

34. NOTICES

Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person

executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

35. INDEPENDENT CONTRACTOR

The parties acknowledge that Northwoods is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Support Services.

36. EXPORT

Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Patches, Upgrades and Fixes are not exported in violation of United States law.

37. COMPLETE AGREEMENT:

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

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party

Accepted By:

Northwoods Consulting Partners, Inc.



Signature

Christopher T. Carlson

Name

EVP/COO

Title

December 12, 2017

Date

Accepted By:

Department of Children and Family Services



Signature

Eric Horenk

Name

Undersecretary

Title

12-12-17

Date

Accepted By:

Office of Technology Services



Signature

Randy Davis

Name

Assistant Commissioner

Title

12-12-17

Date

APPROVED
DIVISION OF ADMINISTRATION
OFFICE OF STATE PROCUREMENT

LOG NO: 18-12-014

DATE: December 20, 2017

BY: Felicia M. Sommer

for STATE DIRECTOR OF PROCUREMENT

EXHIBIT A

Software Maintenance for the Enterprise OnBase Document Management System and support of the custom integrations with CAFÉ and ancillary systems.

1. DEFINED TERMS. The following terms shall have the meanings set forth below for all purposes of this Agreement:

- a. "Additional Environment" means any environment, in excess of the Covered Environments (defined below), for which Licensee elects to pay for additional support.
- b. "Consumable Items" includes all materials that can be used up and must be replenished. Examples of Consumable Items include, but are not limited to: printer, toner, scanner lamps, rollers, glass, cleaning sheets, data tapes, CDs, DVDs, etc.
- c. "Covered Environments" means one (1) production environment, plus one (1) test environment.
- d. "Covered Hardware" is defined as hardware (1) purchased through Northwoods, as detailed on Northwoods' invoices that Licensee has properly paid, and (2) installed and configured by Northwoods.
- e. "Covered Software" means (1) the current released version of any Commercial Off-The-Shelf ("COTS") Northwoods' proprietary software licensed by Licensee from Northwoods under a EULA, as detailed on Northwoods' invoices that the Licensee has properly paid; (2) at any time after Northwoods has delivered to Licensee a new version of such computer software as a Patch, Upgrade and/or Fix under this Agreement, the released version of such computer software last released prior to the current released version; and (3) the current released version of the COTS Document Management Software ("Covered DMS Software") of which Northwoods is a Reseller that is (a) licensed by Licensee through Northwoods, as detailed on Northwoods' invoices that the Licensee has properly paid and (b) installed and/or configured by Northwoods.
- f. "Covered Database" or "Covered Database Software" means the database software or the index data and/or image data stored in the database that is (1) purchased through Northwoods as detailed on Northwoods' invoices that Licensee has properly paid, and (2) installed and configured by Northwoods.
- g. "Covered Operating System" (sometimes abbreviated "OS") is the software program that, after being initially loaded into the computer by a boot program, manages all the other programs in a computer and that is (1) purchased through Northwoods, as detailed on Northwoods' invoices that Licensee has properly paid, and (2) installed and configured by Northwoods.
- h. "Covered Third Party Applications" means any third party software that is (1) licensed by Licensee through Northwoods, as detailed on Northwoods' invoices that the Licensee has properly paid and (2) installed and configured by Northwoods.
- i. "Documentation" means electronic on-line material, including user manuals, provided by Northwoods for the Covered Software and that relate to the functional, operational or performance characteristics of the Covered Software.
- j. "Error" or "Problem" when used in the context of the Covered Software operation shall mean a demonstrable instance of adverse and incorrect operation of the Covered Software that impacts Licensee's ability to utilize a function of the Covered Software: (1) as provided for in the current Documentation published by Northwoods; or (2) that was available prior to the report of the Error or Problem.
- k. "EULA" is defined in the Recitals to this Agreement.
- l. "Hyland" means Hyland Software, Inc., manufacturer of OnBase software, of which Northwoods is a Reseller.
- m. "Onsite Services" are Support Services provided by Northwoods on behalf of Licensee at a Licensee-designated physical location other than the Northwoods offices or location.
- n. "Patch(es), Upgrade(s) and Fix(es)" means any and all new versions, improvements, modifications,

upgrades, updates, fixes and additions to the Covered Software that Northwoods commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Covered Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed software, new business process consulting, workflow changes or new functionality.

- o. "Support Services" means all professional services provided under this Agreement by Northwoods, subject to the Support Level actually purchased by Licensee, as noted in the Recitals to this Agreement.
- p. "Tier 1 Support Center" means Licensee's authorized provider of Tier 1 support.

2. SUPPORT SERVICES.

a. Software Support.

1) *Tier 2 Remote Support.* Northwoods shall assist Tier 1 Support Center by providing Tier 2 support as follows: (1) in the case of any properly reported Error(s) in the Software that are confirmed by Northwoods and Hyland, in the exercise of its commercially reasonable judgment, Northwoods shall: (A) use its commercially reasonable efforts to correct such Error(s); and (B) upon the request of Tier 1 Support Center, provide the correction(s) for such Error(s) either to Tier 1 Support Center or directly to Licensee. Northwoods shall undertake to confirm any reported Error(s) promptly after receipt of proper notice from Tier 1 Support Center in accordance with Northwoods' current Error reporting procedures; and Northwoods shall perform services in an effort to correct confirmed Errors promptly after making such confirmation; (2) Northwoods will not be obligated to provide any Tier 2 Support services not covered by subparagraph 1) above directly to Licensee or any end users. After Tier 1 Support Center has used its commercially reasonable efforts to resolve any technical support issues raised by Licensee, Tier 1 Support Center may, through a contact initiated solely by a Technical Support Representative of Tier 1 Support Center, seek technical support services related to such issue(s) from Northwoods during the hours of 8:00 a.m. to 8:00 p.m., Eastern Time, Monday through Friday, excluding State holidays. Licensee acknowledges and agrees that Northwoods' provision of Tier 2 Support requires Northwoods to have direct on-line access to the Software on Licensee systems. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, the appropriate communications software as specified by Northwoods; and Licensee shall establish and maintain, at Licensee's sole cost and expense, an adequate or dedicated connection with Northwoods to facilitate Northwoods' on-line technical support services. Licensee agrees that no person other than a Technical Support Representative of Tier 1 Support Center shall initiate any contact with Northwoods regarding Tier 2 Support; and (3) Northwoods shall not be obligated to provide any technical support services on site at the facilities of Licensee. Should Northwoods elect, in its sole discretion, to provide any technical support services on site at any of the foregoing locations, such services will be provided only upon submission by Licensee or Tier 1 Support Center of a purchase order for such services agreeing to pay for such services on a firm, fixed fee basis.

2) *Patches, Upgrades and Fixes.* Northwoods has regular software releases and makes all releases available to its customers. Upon request, on an annual basis, Northwoods will provide to Licensee, at least one (1) Patch, Upgrade and/or Fix to the Covered Software released by Northwoods and will use its best efforts to remotely install such Patch, Upgrade, and/or Fix. To the extent the Patch, Upgrade, and/or Fix cannot be installed by Northwoods remotely, Licensee may request the necessary Onsite Services in accordance with Section 2(a)(3) below. Installation of any Patches, Upgrades, and Fixes may require Licensee to upgrade the Covered Software to the most current version. Installation of any additional Patches, Upgrades, and Fixes beyond the one (1) allotted as requested by Licensee will be available at the discretion of Northwoods. Licensee acknowledges and agrees that Northwoods has the right, at any time, to change the specifications and operating characteristics of the Covered Software, and Northwoods' policies respecting Patches, Upgrades and Fixes and the release thereof to end users. Any Patches, Upgrades and Fixes to the Covered Software and Documentation shall

remain proprietary to Northwoods and/or its suppliers, shall be the sole and exclusive property of Northwoods and/or its suppliers, and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing, and/or trade secrets in the Covered Software, Documentation, and any Patches, Upgrades and Fixes are and shall remain the exclusive property of Northwoods and/or its suppliers.

3) *Onsite Services*. Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a firm, fixed fee basis at Northwoods then-current rates for such services, Northwoods may provide Onsite Services at Licensee's facilities in connection with the correction of any Error(s) involving the Covered Software that is not functioning in the Covered Environments, or any Additional Environment(s).

b. Exclusions. Northwoods is not responsible for providing, or obligated to provide, Support Services or Patches, Upgrades and Fixes under this Agreement: (i) in connection with any Errors or Problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Covered Software, including any configuration of the Covered Software that was not undertaken by or authorized in writing in advance by Northwoods; (ii) in connection with any Error if Northwoods has previously provided corrections for such Error, which correction Licensee chose not to implement; (iii) in connection with any Errors or problems that have been caused by defects, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software bundled with the Software by Northwoods), hardware or any system or networking utilized by Licensee; (iv) if the Covered Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; (v) if any party other than Northwoods has provided any services in the nature of Support Services to Licensee with respect to the Covered Software; (vi) in connection with any Errors or Problems that occur in any non-production environment, unless Licensee has elected to pay for additional environment support. Any upgrades, support, or troubleshooting requested for a non-production environment for which Licensee has not paid additional environment fees is available at the sole discretion of Northwoods and Northwoods reserves the right to bill for any such request on a firm, fixed fee basis at Northwoods then-current rates; (vii) where applicable, in connection with any hardware systems, operating systems, database systems, network operating systems, hardware drivers, or any software or hardware unless specifically "covered" by this Agreement and by the relevant Support Level pursuant to the defined terms hereinabove including, but not limited to, Citrix and Kerberos environments; or (viii) in connection with any Covered Hardware, Covered Database Software, Covered Operating Systems, Covered Third Party Applications, and Covered DMS Software for which the manufacturer has ceased providing support. Further, except as otherwise explicitly provided for elsewhere, Northwoods is not responsible for end user training or retraining, preventative support visits by Northwoods technicians, forms creation services of any type, business process consulting, workflow lifecycle creation or modification, services to bring the system back to working order after changes have been made by anyone other than Northwoods to the system or supporting systems, to the desktop image, to hardware, new operating systems, or repairs or adjustments necessitated by the moving of hardware. The exclusions outlined in this section are applicable to all levels of Software Support.

3. LICENSEE'S RESPONSIBILITIES.

a. Operation of the Covered Software. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Covered Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database, and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Northwoods shall have no responsibility or liability for data loss regardless of the reasons for said loss. Northwoods shall have no

- responsibility or liability for Licensee's selection or use of the Covered Software or any hardware, third party software or systems.
- b. Licensee's Implementation of Error Corrections and Patches, Upgrades and Fixes. In order to maintain the integrity and proper operation of the Covered Software, Licensee agrees to implement, in the manner instructed by Northwoods, all Error corrections and Patches, Upgrades and Fixes. Licensee's failure to implement any Error corrections or Patches, Upgrades and Fixes of the Covered Software as provided in this Section 3(b) shall relieve Northwoods of any responsibility or liability whatsoever for any failure or malfunction of the Covered Software, as modified by a subsequent Error correction or Patch, Upgrade and Fix, but in no such event shall Licensee be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.
 - c. System Administrator. Licensee or Tier 1 Support Center agrees to provide at least one (1) "System Administrator" responsible for the administration, supervision, management, and control of the Covered Software. Licensee also agrees that all Covered Software support incidents raised by Licensee's personnel will be reported to the Tier 1 Support Center, who will provide the initial research, investigation, and troubleshooting into the support incident. In the event the support incident can be resolved without Northwoods, the Tier 1 Support Center will provide the support resolution to Licensee personnel. If, after initial research and investigation into a support question, the Tier 1 Support Center determines there is an Error or Problem with the Covered Software, the Tier 1 Support Center will report the Error or Problem to the System Administrator. Licensee agrees that all communications regarding Covered Software Errors and Problems will be between the System Administrator and Northwoods.
 - d. Notice and Documentation of Errors. Licensee shall give prompt notice of any Errors in the Covered Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Northwoods' then current defect reporting procedures. Proper notice may include, without limitation, prompt telephonic or written notice to Northwoods of any alleged Error. If Northwoods requests, Licensee agrees to provide written documentation of Errors to substantiate them and to assist Northwoods in the detection and correction of said Errors.
 - e. Access to Premises and Systems. Licensee shall provide reasonable access to and use of Licensee's premises, computer hardware, peripherals, Covered Software, and any other software as Northwoods deems necessary to diagnose and correct any Errors or to otherwise provide Support Services. In addition, Licensee acknowledges and agrees that a third party service provider may be retained by Northwoods to provide Error corrections or other Support Services directly to Licensee and, accordingly, Licensee shall provide the same access directly to such service provider. Such right of access and use shall be provided at no cost or charge to Northwoods or the third party service provider.
 - f. Network Infrastructure. Licensee agrees to maintain all required network infrastructure to ensure persistent connectivity between Licensee's workstations and servers. This includes necessary networking hardware and associated software configuration and security settings.
 - g. Back-ups. Licensee agrees to perform daily back-ups of all application related systems, databases, and data files and to maintain current back-up copies of other pertinent systems and data files.

4. FEES AND PAYMENTS.

- a. Annual Support Fees. Licensee shall pay to Northwoods annual support fees in the amounts invoiced by Northwoods.
 - 1) *Initial Software.* The invoice that will be provided pursuant to this Agreement shall set forth the aggregate invoice amounts for initial annual support fees for each Covered Software module(s) initially licensed, and for all Covered Software modules initially licensed in the aggregate. Licensee shall be required to submit a purchase order for this Agreement, in the amount of the initial annual support fees due hereunder, simultaneously with Licensee's submission of its purchase order for the license of the Covered Software under the EULA.
 - 2) *Additional Software.* Northwoods shall invoice Licensee for annual support fees for all Covered

Software modules that Licensee additionally licenses under the EULA promptly upon acceptance of Licensee's purchase order for the purchase of Support Services for such Covered Software. Additionally, for a period of five (5) years following the execution of this Agreement, provided Licensee remains current on its payments, Northwoods will extend to Licensee a 10% discount off then-current published government list pricing on any of Northwoods' proprietary software. Such discount will be available only if Licensee purchases the software pursuant to an amendment to this Agreement.

3) *Renewal Periods.* Northwoods shall invoice Licensee for annual support fees for renewal terms at least sixty (60) days prior to the end of the then-current term.

4) *Firm, fixed fee Charges.* Notwithstanding anything to the contrary, if Licensee requests: (1) Support Services that Northwoods is not obligated to provide based on the level of support purchased by Licensee, and Northwoods agrees to provide such requested Support Services notwithstanding the provisions of Section 2(d), then Licensee agrees that such Support Services shall not be covered by the annual support fees under Section 4(a) and Licensee shall issue a separate purchase order authorizing Northwoods to provide such requested Support Services. Licensee agrees to pay for such Support Services at Northwoods' standard rates. Northwoods shall invoice Licensee for all firm, fixed fee charges thereunder.

b. Payments.

1) *Annual Support Fees.* Licensee shall pay all invoices for annual support fees described in the Pricing Schedule below in full net thirty (30) days from the date of invoice.

PRICING SCHEDULE				
DESCRIPTION	CODE	UNIT PRICE	QTY	EXTENDED PRICE
Multi-User Server	OBIPW1	\$0.00	1	\$0.00
Enterprise Clients	CTIPCE	\$0.00	1	\$0.00
Enterprise Named User Client	CTIPNE	\$0.00	1	\$0.00
Virtual Print Driver	PTIPC1	\$0.00	1	\$0.00
COLD/ERM	CLIPW1	\$0.00	1	\$0.00
PCL Input Filter	PCIPW1	\$0.00	1	\$0.00
AFP Input Filter	AFIPW1	\$0.00	1	\$0.00
Document Import Processor	DPIPW1	\$0.00	1	\$0.00
Advanced Document Import Processor	ADIPW1	\$0.00	1	\$0.00
Enterprise Workflow Concurrent Client SL	WLIPCE	\$0.00	1	\$0.00
Enterprise Workflow Named User Client SL	WLIPNE	\$0.00	1	\$0.00
Integration for Adobe LiveCycle Server Forms	AFIPI1	\$0.00	1	\$0.00
Enterprise Digital Signature	DGIPNE	\$0.00	1	\$0.00
Web Server	WTIPW1	\$0.00	1	\$0.00
EDM Services	DMIPI1	\$0.00	1	\$0.00
Full-Text Indexing Server for Autonomy IDOL	IDIPI1	\$0.00	1	\$0.00
Enterprise Full-Text Indexing Named User Client for Autonomy IDOL	IDIPNE	\$0.00	1	\$0.00
Report Services	RPIPI1	\$0.00	1	\$0.00
Enterprise Application Enabler	AEIPI2	\$0.00	1	\$0.00
Archival API	ARIPI1	\$0.00	1	\$0.00
Web Services Toolkit	WSIPI1	\$0.00	1	\$0.00
Unity Integration Toolkit	UIIPI1	\$0.00	1	\$0.00
Records Management	RIIPI1	\$0.00	1	\$0.00
Distributed Disk Services	DSIPI1	\$0.00	1	\$0.00

DVD Authoring	DVIPW1	\$0.00	1	\$0.00
Annual OnBase Software Maintenance and CAFÉ Integration Support		\$550,000.00	1	\$550,000.00
Total Annual Support Agreements				\$550,000.00

c. Support Fee Increases.

- 1) For a period of five (5) years following the execution of this Agreement, provided Licensee remains current on its payments, Northwoods will not increase the support fees payable under this Agreement. At the end of the initial five (5) year term, and every five (5) years thereafter, Northwoods will increase the support fee in an amount that is the greater of (A) the annual support fee for the immediately preceding renewal term increased by the percentage increase in the Consumer Price Index (CPI) (as published by the United States Department of Labor, Bureau of Labor Statistics) for the 12-month period preceding the renewal date, or (B) the annual support fee for the immediately preceding renewal term increased by three and one-half percent (3 ½%).
- 2) Notwithstanding the above, any price increase by Northwoods' partners or suppliers for software specifically "Covered" under this agreement will be passed through to Licensee.

SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") is entered into as of December 20, 2017 ("Effective Day") by and between Northwoods Consulting Partners, Inc. ("Contractor" or "Northwoods"), with offices at 5815 Wall Street, Dublin, Ohio 43017 and The Division of Administration, Office of Technology Services ("State" or "Licensee") with an address at 1201 North Third Street, Baton Rouge, LA 70802 on behalf of the Louisiana Department of Children and Family Services.

1. TERM

The term of this Agreement begins on November 28, 2017 and will expire on November 27, 2018, unless terminated in accordance with the termination clauses in this Agreement, with up to four (4) optional one-year renewals. Any renewal term shall be mutually agreed to by the parties in writing.

2. APPLICABLE LAW

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

3. GRANT OF LICENSE

No software is licensed under this Agreement. Licensee has licensed the Covered Software pursuant to the terms of a Software License Agreement with Hyland Software, Inc. (as the same may be amended or modified from time to time, hereinafter referred to as the "EULA").

4. OWNERSHIP OF SOFTWARE

Ownership of software provided under this Agreement shall be in accordance with the EULA.

5. COPIES

The number of copies for software provided under this Agreement shall be in accordance with the EULA.

6. SUPPORT PLAN

Northwoods shall provide Tier 2 remote support services as described in Exhibit A for the Covered Software and the delivery of generally released upgrades and enhancements with respect to such software from Northwoods.

Northwoods shall have executed with Hyland Software Inc. an agreement ("Contractor Use Agreement") which allows Northwoods to: (1) make use of the Covered Software configuration tools, Covered Software administrative tools or any of the Covered Software's application

programming interfaces ("APIs"); (2) make use of any training materials or attend any training courses, either online or in person, in either case related to the Covered Software; or (3) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community).

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action 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 Agreement as being without limitation, and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

8. CODE OF ETHICS

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

9. WAIVER

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

10. HEADINGS

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

11. ASSIGNMENT

No contractor shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

12. CONTRACT CONTROVERSIES

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

13. RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the State, or others so designated by the State, shall have the option to audit all accounts directly pertaining to this Agreement for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

14. RECORD RETENTION

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

15. CONTRACT MODIFICATIONS

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

16. SEVERABILITY

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

17. TERMINATION

- a. The State of Louisiana has the right to terminate this Agreement immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any Agreement with the State of Louisiana; (c) conflict of Agreement provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.
- b. *Automatic.* This Agreement shall terminate automatically, without any other or further action on the part of either of the parties, immediately upon any termination of the EULA.
- c. *Non-Renewal.* Licensee may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Northwoods on or prior to the date

payment is due of Northwoods' invoice for annual support fees for the next succeeding renewal term of this Agreement.

d. *Effect of Termination.*

1) *Payments.* Notwithstanding any termination of this Agreement, Licensee shall be obligated to pay Northwoods for (A) all Support Services provided on a firm, fixed fee basis in accordance with this Agreement at any time on or prior to the effective date of termination; and (B) all annual support fees due with respect to any period commencing prior to the effective date of termination. All such payments shall be made in accordance with Section 4 of this Exhibit A, which shall survive any such termination for these purposes.

2) *Reinstatement of Agreement.* In the event of the termination of this Agreement by Licensee under Section 17(c) (Non-Renewal), Licensee may at any time after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 17(d)(2). To obtain reinstatement, Licensee shall deliver written notice to such effect to Northwoods, together with payment in full of: (A) annual support fees, based upon Northwoods' Annual Support Fee Schedule in effect as of the time of such reinstatement, for all periods that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (B) an amount equal to one hundred ten percent (110%) of the annual support fee, based upon Northwoods' Annual Support Fee Schedule in effect as of the time of such reinstatement, for the renewal term of this Agreement commencing on the effective date of such reinstatement. Any reinstatement under this Section 17(d)(2) shall be effective as of the first business day after Northwoods has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal term commencing with the effective date of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter the term of this Agreement shall be renewed: (i) at the end of such first renewal term, for a period of one year; and (ii) thereafter, annually on a year by year basis.

EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 17(d)(2), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION FOR CAUSE

The State may terminate this Agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement provided that the State shall give the Contractor

written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

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

20. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

21. SECURITY

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

22. CONFIDENTIALITY

The following provision will apply unless the State Agency specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this

paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement, or is rightfully obtained from third parties.

23. COMPLIANCE WITH CIVIL RIGHTS LAWS

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 Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

24. PAYMENT

The State shall pay Contractor in accordance with the Pricing Schedule set forth in Exhibit A to this Agreement. The Contractor may invoice the State at the billing address designated by the State. Payments will be made by the State within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the State. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

25. TAXES

Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost shown in Exhibit A.

26. LATE PAYMENTS

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

27. FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature

or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

28. USE OF AGENCY'S FACILITIES

Any property of the State furnished to the Contractor shall be used only for the performance of this Agreement.

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

The Contractor shall surrender to the State Agency all property of the State Agency prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

29. OWNERSHIP

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

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State at Contractor's expense, at termination or expiration of this Agreement.

30. WARRANTIES

Northwoods warrants that the Support Services shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Support Services fail to conform to this limited warranty, Licensee must notify Northwoods in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If, after such timely notice from Licensee, the Support Services in question are determined not to conform to this limited warranty, Northwoods' sole obligation, and Licensee's sole remedy, shall be for Northwoods to use commercially reasonable efforts to re-perform the nonconforming Support Services in an attempt to correct the nonconformity. If Northwoods is unable to correct such nonconformity after a reasonable period of time, Licensee's sole and exclusive remedy shall be termination of this Agreement in accordance with Section 19. This warranty specifically excludes non-performance issues caused as a result of incorrect data or

incorrect procedures used or provided by Licensee or a third party, or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

No Warranty of Patches, Upgrades and Fixes. The EULA shall govern any limited warranty or disclaimer relating to Patches, Upgrades and Fixes of the Covered Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Patches, Upgrades and Fixes.

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

31. WARRANTY OF PERFORMANCE

The warranty for the performance of any software provided under this Agreement shall be in accordance with the EULA.

EXTENT OF WARRANTY:

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

32. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Agreement and debarment from future agreements.

33. CONTRACTOR'S COOPERATION/CLOSE-OUT

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Agreement is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

34. NOTICES

Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person

executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

35. INDEPENDENT CONTRACTOR

The parties acknowledge that Northwoods is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Support Services.

36. EXPORT

Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Patches, Upgrades and Fixes are not exported in violation of United States law.

37. COMPLETE AGREEMENT:

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

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party

Accepted By:

Northwoods Consulting Partners, Inc.



Signature

Christopher T. Carlson

Name

EVP/COO

Title

December 12, 2017

Date

Accepted By:

Department of Children and Family Services



Signature

Eric Horenk

Name

Undersecretary

Title

12-12-17

Date

Accepted By:

Office of Technology Services



Signature

Randy Davis

Name

Assistant Commissioner

Title

12-12-17

Date

APPROVED
DIVISION OF ADMINISTRATION
OFFICE OF STATE PROCUREMENT

LOG NO: 18-12-014

DATE: December 20, 2017

BY: Felicia M. Sommer

for STATE DIRECTOR OF PROCUREMENT

EXHIBIT A

Software Maintenance for the Enterprise OnBase Document Management System and support of the custom integrations with CAFÉ and ancillary systems.

1. DEFINED TERMS. The following terms shall have the meanings set forth below for all purposes of this Agreement:

- a. "Additional Environment" means any environment, in excess of the Covered Environments (defined below), for which Licensee elects to pay for additional support.
- b. "Consumable Items" includes all materials that can be used up and must be replenished. Examples of Consumable Items include, but are not limited to: printer, toner, scanner lamps, rollers, glass, cleaning sheets, data tapes, CDs, DVDs, etc.
- c. "Covered Environments" means one (1) production environment, plus one (1) test environment.
- d. "Covered Hardware" is defined as hardware (1) purchased through Northwoods, as detailed on Northwoods' invoices that Licensee has properly paid, and (2) installed and configured by Northwoods.
- e. "Covered Software" means (1) the current released version of any Commercial Off-The-Shelf ("COTS") Northwoods' proprietary software licensed by Licensee from Northwoods under a EULA, as detailed on Northwoods' invoices that the Licensee has properly paid; (2) at any time after Northwoods has delivered to Licensee a new version of such computer software as a Patch, Upgrade and/or Fix under this Agreement, the released version of such computer software last released prior to the current released version; and (3) the current released version of the COTS Document Management Software ("Covered DMS Software") of which Northwoods is a Reseller that is (a) licensed by Licensee through Northwoods, as detailed on Northwoods' invoices that the Licensee has properly paid and (b) installed and/or configured by Northwoods.
- f. "Covered Database" or "Covered Database Software" means the database software or the index data and/or image data stored in the database that is (1) purchased through Northwoods as detailed on Northwoods' invoices that Licensee has properly paid, and (2) installed and configured by Northwoods.
- g. "Covered Operating System" (sometimes abbreviated "OS") is the software program that, after being initially loaded into the computer by a boot program, manages all the other programs in a computer and that is (1) purchased through Northwoods, as detailed on Northwoods' invoices that Licensee has properly paid, and (2) installed and configured by Northwoods.
- h. "Covered Third Party Applications" means any third party software that is (1) licensed by Licensee through Northwoods, as detailed on Northwoods' invoices that the Licensee has properly paid and (2) installed and configured by Northwoods.
- i. "Documentation" means electronic on-line material, including user manuals, provided by Northwoods for the Covered Software and that relate to the functional, operational or performance characteristics of the Covered Software.
- j. "Error" or "Problem" when used in the context of the Covered Software operation shall mean a demonstrable instance of adverse and incorrect operation of the Covered Software that impacts Licensee's ability to utilize a function of the Covered Software: (1) as provided for in the current Documentation published by Northwoods; or (2) that was available prior to the report of the Error or Problem.
- k. "EULA" is defined in the Recitals to this Agreement.
- l. "Hyland" means Hyland Software, Inc., manufacturer of OnBase software, of which Northwoods is a Reseller.
- m. "Onsite Services" are Support Services provided by Northwoods on behalf of Licensee at a Licensee-designated physical location other than the Northwoods offices or location.
- n. "Patch(es), Upgrade(s) and Fix(es)" means any and all new versions, improvements, modifications,

upgrades, updates, fixes and additions to the Covered Software that Northwoods commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Covered Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed software, new business process consulting, workflow changes or new functionality.

- o. "Support Services" means all professional services provided under this Agreement by Northwoods, subject to the Support Level actually purchased by Licensee, as noted in the Recitals to this Agreement.
- p. "Tier 1 Support Center" means Licensee's authorized provider of Tier 1 support.

2. SUPPORT SERVICES.

a. Software Support.

1) *Tier 2 Remote Support.* Northwoods shall assist Tier 1 Support Center by providing Tier 2 support as follows: (1) in the case of any properly reported Error(s) in the Software that are confirmed by Northwoods and Hyland, in the exercise of its commercially reasonable judgment, Northwoods shall: (A) use its commercially reasonable efforts to correct such Error(s); and (B) upon the request of Tier 1 Support Center, provide the correction(s) for such Error(s) either to Tier 1 Support Center or directly to Licensee. Northwoods shall undertake to confirm any reported Error(s) promptly after receipt of proper notice from Tier 1 Support Center in accordance with Northwoods' current Error reporting procedures; and Northwoods shall perform services in an effort to correct confirmed Errors promptly after making such confirmation; (2) Northwoods will not be obligated to provide any Tier 2 Support services not covered by subparagraph 1) above directly to Licensee or any end users. After Tier 1 Support Center has used its commercially reasonable efforts to resolve any technical support issues raised by Licensee, Tier 1 Support Center may, through a contact initiated solely by a Technical Support Representative of Tier 1 Support Center, seek technical support services related to such issue(s) from Northwoods during the hours of 8:00 a.m. to 8:00 p.m., Eastern Time, Monday through Friday, excluding State holidays. Licensee acknowledges and agrees that Northwoods' provision of Tier 2 Support requires Northwoods to have direct on-line access to the Software on Licensee systems. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, the appropriate communications software as specified by Northwoods; and Licensee shall establish and maintain, at Licensee's sole cost and expense, an adequate or dedicated connection with Northwoods to facilitate Northwoods' on-line technical support services. Licensee agrees that no person other than a Technical Support Representative of Tier 1 Support Center shall initiate any contact with Northwoods regarding Tier 2 Support; and (3) Northwoods shall not be obligated to provide any technical support services on site at the facilities of Licensee. Should Northwoods elect, in its sole discretion, to provide any technical support services on site at any of the foregoing locations, such services will be provided only upon submission by Licensee or Tier 1 Support Center of a purchase order for such services agreeing to pay for such services on a firm, fixed fee basis.

2) *Patches, Upgrades and Fixes.* Northwoods has regular software releases and makes all releases available to its customers. Upon request, on an annual basis, Northwoods will provide to Licensee, at least one (1) Patch, Upgrade and/or Fix to the Covered Software released by Northwoods and will use its best efforts to remotely install such Patch, Upgrade, and/or Fix. To the extent the Patch, Upgrade, and/or Fix cannot be installed by Northwoods remotely, Licensee may request the necessary Onsite Services in accordance with Section 2(a)(3) below. Installation of any Patches, Upgrades, and Fixes may require Licensee to upgrade the Covered Software to the most current version. Installation of any additional Patches, Upgrades, and Fixes beyond the one (1) allotted as requested by Licensee will be available at the discretion of Northwoods. Licensee acknowledges and agrees that Northwoods has the right, at any time, to change the specifications and operating characteristics of the Covered Software, and Northwoods' policies respecting Patches, Upgrades and Fixes and the release thereof to end users. Any Patches, Upgrades and Fixes to the Covered Software and Documentation shall

remain proprietary to Northwoods and/or its suppliers, shall be the sole and exclusive property of Northwoods and/or its suppliers, and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing, and/or trade secrets in the Covered Software, Documentation, and any Patches, Upgrades and Fixes are and shall remain the exclusive property of Northwoods and/or its suppliers.

- 3) *Onsite Services*. Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a firm, fixed fee basis at Northwoods then-current rates for such services, Northwoods may provide Onsite Services at Licensee's facilities in connection with the correction of any Error(s) involving the Covered Software that is not functioning in the Covered Environments, or any Additional Environment(s).
- b. Exclusions. Northwoods is not responsible for providing, or obligated to provide, Support Services or Patches, Upgrades and Fixes under this Agreement: (i) in connection with any Errors or Problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Covered Software, including any configuration of the Covered Software that was not undertaken by or authorized in writing in advance by Northwoods; (ii) in connection with any Error if Northwoods has previously provided corrections for such Error, which correction Licensee chose not to implement; (iii) in connection with any Errors or problems that have been caused by defects, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software bundled with the Software by Northwoods), hardware or any system or networking utilized by Licensee; (iv) if the Covered Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; (v) if any party other than Northwoods has provided any services in the nature of Support Services to Licensee with respect to the Covered Software; (vi) in connection with any Errors or Problems that occur in any non-production environment, unless Licensee has elected to pay for additional environment support. Any upgrades, support, or troubleshooting requested for a non-production environment for which Licensee has not paid additional environment fees is available at the sole discretion of Northwoods and Northwoods reserves the right to bill for any such request on a firm, fixed fee basis at Northwoods then-current rates; (vii) where applicable, in connection with any hardware systems, operating systems, database systems, network operating systems, hardware drivers, or any software or hardware unless specifically "covered" by this Agreement and by the relevant Support Level pursuant to the defined terms hereinabove including, but not limited to, Citrix and Kerberos environments; or (viii) in connection with any Covered Hardware, Covered Database Software, Covered Operating Systems, Covered Third Party Applications, and Covered DMS Software for which the manufacturer has ceased providing support. Further, except as otherwise explicitly provided for elsewhere, Northwoods is not responsible for end user training or retraining, preventative support visits by Northwoods technicians, forms creation services of any type, business process consulting, workflow lifecycle creation or modification, services to bring the system back to working order after changes have been made by anyone other than Northwoods to the system or supporting systems, to the desktop image, to hardware, new operating systems, or repairs or adjustments necessitated by the moving of hardware. The exclusions outlined in this section are applicable to all levels of Software Support.

3. LICENSEE'S RESPONSIBILITIES.

- a. Operation of the Covered Software. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Covered Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database, and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Northwoods shall have no responsibility or liability for data loss regardless of the reasons for said loss. Northwoods shall have no

- responsibility or liability for Licensee's selection or use of the Covered Software or any hardware, third party software or systems.
- b. Licensee's Implementation of Error Corrections and Patches, Upgrades and Fixes. In order to maintain the integrity and proper operation of the Covered Software, Licensee agrees to implement, in the manner instructed by Northwoods, all Error corrections and Patches, Upgrades and Fixes. Licensee's failure to implement any Error corrections or Patches, Upgrades and Fixes of the Covered Software as provided in this Section 3(b) shall relieve Northwoods of any responsibility or liability whatsoever for any failure or malfunction of the Covered Software, as modified by a subsequent Error correction or Patch, Upgrade and Fix, but in no such event shall Licensee be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.
 - c. System Administrator. Licensee or Tier 1 Support Center agrees to provide at least one (1) "System Administrator" responsible for the administration, supervision, management, and control of the Covered Software. Licensee also agrees that all Covered Software support incidents raised by Licensee's personnel will be reported to the Tier 1 Support Center, who will provide the initial research, investigation, and troubleshooting into the support incident. In the event the support incident can be resolved without Northwoods, the Tier 1 Support Center will provide the support resolution to Licensee personnel. If, after initial research and investigation into a support question, the Tier 1 Support Center determines there is an Error or Problem with the Covered Software, the Tier 1 Support Center will report the Error or Problem to the System Administrator. Licensee agrees that all communications regarding Covered Software Errors and Problems will be between the System Administrator and Northwoods.
 - d. Notice and Documentation of Errors. Licensee shall give prompt notice of any Errors in the Covered Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Northwoods' then current defect reporting procedures. Proper notice may include, without limitation, prompt telephonic or written notice to Northwoods of any alleged Error. If Northwoods requests, Licensee agrees to provide written documentation of Errors to substantiate them and to assist Northwoods in the detection and correction of said Errors.
 - e. Access to Premises and Systems. Licensee shall provide reasonable access to and use of Licensee's premises, computer hardware, peripherals, Covered Software, and any other software as Northwoods deems necessary to diagnose and correct any Errors or to otherwise provide Support Services. In addition, Licensee acknowledges and agrees that a third party service provider may be retained by Northwoods to provide Error corrections or other Support Services directly to Licensee and, accordingly, Licensee shall provide the same access directly to such service provider. Such right of access and use shall be provided at no cost or charge to Northwoods or the third party service provider.
 - f. Network Infrastructure. Licensee agrees to maintain all required network infrastructure to ensure persistent connectivity between Licensee's workstations and servers. This includes necessary networking hardware and associated software configuration and security settings.
 - g. Back-ups. Licensee agrees to perform daily back-ups of all application related systems, databases, and data files and to maintain current back-up copies of other pertinent systems and data files.

4. FEES AND PAYMENTS.

- a. Annual Support Fees. Licensee shall pay to Northwoods annual support fees in the amounts invoiced by Northwoods.
 - 1) *Initial Software.* The invoice that will be provided pursuant to this Agreement shall set forth the aggregate invoice amounts for initial annual support fees for each Covered Software module(s) initially licensed, and for all Covered Software modules initially licensed in the aggregate. Licensee shall be required to submit a purchase order for this Agreement, in the amount of the initial annual support fees due hereunder, simultaneously with Licensee's submission of its purchase order for the license of the Covered Software under the EULA.
 - 2) *Additional Software.* Northwoods shall invoice Licensee for annual support fees for all Covered

Software modules that Licensee additionally licenses under the EULA promptly upon acceptance of Licensee's purchase order for the purchase of Support Services for such Covered Software. Additionally, for a period of five (5) years following the execution of this Agreement, provided Licensee remains current on its payments, Northwoods will extend to Licensee a 10% discount off then-current published government list pricing on any of Northwoods' proprietary software. Such discount will be available only if Licensee purchases the software pursuant to an amendment to this Agreement.

- 3) *Renewal Periods.* Northwoods shall invoice Licensee for annual support fees for renewal terms at least sixty (60) days prior to the end of the then-current term.
- 4) *Firm, fixed fee Charges.* Notwithstanding anything to the contrary, if Licensee requests: (1) Support Services that Northwoods is not obligated to provide based on the level of support purchased by Licensee, and Northwoods agrees to provide such requested Support Services notwithstanding the provisions of Section 2(d), then Licensee agrees that such Support Services shall not be covered by the annual support fees under Section 4(a) and Licensee shall issue a separate purchase order authorizing Northwoods to provide such requested Support Services. Licensee agrees to pay for such Support Services at Northwoods' standard rates. Northwoods shall invoice Licensee for all firm, fixed fee charges thereunder.

b. Payments.

- 1) *Annual Support Fees.* Licensee shall pay all invoices for annual support fees described in the Pricing Schedule below in full net thirty (30) days from the date of invoice.

PRICING SCHEDULE				
DESCRIPTION	CODE	UNIT PRICE	QTY	EXTENDED PRICE
Multi-User Server	OBIPW1	\$0.00	1	\$0.00
Enterprise Clients	CTIPCE	\$0.00	1	\$0.00
Enterprise Named User Client	CTIPNE	\$0.00	1	\$0.00
Virtual Print Driver	PTIPC1	\$0.00	1	\$0.00
COLD/ERM	CLIPW1	\$0.00	1	\$0.00
PCL Input Filter	PCIPW1	\$0.00	1	\$0.00
AFP Input Filter	AFIPW1	\$0.00	1	\$0.00
Document Import Processor	DPIPW1	\$0.00	1	\$0.00
Advanced Document Import Processor	ADIPW1	\$0.00	1	\$0.00
Enterprise Workflow Concurrent Client SL	WLIPCE	\$0.00	1	\$0.00
Enterprise Workflow Named User Client SL	WLIPNE	\$0.00	1	\$0.00
Integration for Adobe LiveCycle Server Forms	AFIP11	\$0.00	1	\$0.00
Enterprise Digital Signature	DGIPNE	\$0.00	1	\$0.00
Web Server	WTIPW1	\$0.00	1	\$0.00
EDM Services	DMIP11	\$0.00	1	\$0.00
Full-Text Indexing Server for Autonomy IDOL	IDIP11	\$0.00	1	\$0.00
Enterprise Full-Text Indexing Named User Client for Autonomy IDOL	IDIPNE	\$0.00	1	\$0.00
Report Services	RPIPI1	\$0.00	1	\$0.00
Enterprise Application Enabler	AEIP12	\$0.00	1	\$0.00
Archival API	ARIP11	\$0.00	1	\$0.00
Web Services Toolkit	WSIP11	\$0.00	1	\$0.00
Unity Integration Toolkit	UIPI11	\$0.00	1	\$0.00
Records Management	RIPI11	\$0.00	1	\$0.00
Distributed Disk Services	DSIP11	\$0.00	1	\$0.00

DVD Authoring	DVIPW1	\$0.00	1	\$0.00
Annual OnBase Software Maintenance and CAFÉ Integration Support		\$550,000.00	1	\$550,000.00
Total Annual Support Agreements				\$550,000.00

c. Support Fee Increases.

- 1) For a period of five (5) years following the execution of this Agreement, provided Licensee remains current on its payments, Northwoods will not increase the support fees payable under this Agreement. At the end of the initial five (5) year term, and every five (5) years thereafter, Northwoods will increase the support fee in an amount that is the greater of (A) the annual support fee for the immediately preceding renewal term increased by the percentage increase in the Consumer Price Index (CPI) (as published by the United States Department of Labor, Bureau of Labor Statistics) for the 12-month period preceding the renewal date, or (B) the annual support fee for the immediately preceding renewal term increased by three and one-half percent (3 ½%).
- 2) Notwithstanding the above, any price increase by Northwoods' partners or suppliers for software specifically "Covered" under this agreement will be passed through to Licensee.

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

AMENDMENT NUMBER 1

Software Maintenance Agreement for the Office of Technology Services on behalf of the Louisiana Department of Children and Family Services

Be it known that on the date of approval shown below the Louisiana Division of Administration, Office of Technology Services (hereinafter sometimes referred to as "State" or "Licensee") on behalf of the Louisiana Department of Children and Family Services and Northwoods Consulting Partners, Inc. with offices at 5815 Wall Street, Dublin, Ohio 43017 (hereinafter sometimes referred to as "Contractor" or "Northwoods") do hereby enter into Amendment Number 1 to the agreement for Software Maintenance under the following terms and conditions through the undersigned and duly authorized representatives of each respective party.

Change to Term of Agreement

Agreement term changed to read: "The term of this Agreement begins on November 28, 2017 and will expire on November 27, 2019, unless terminated in accordance with the termination clauses in this Agreement. At the option of the State of Louisiana and acceptance of the contractor, this Agreement may be extended for three (3) additional twelve (12) month periods at the same terms and conditions.

Prior to the extension of the Agreement beyond the 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. Such written evidence of JLCB approval shall be submitted, along with the Agreement amendment to the Office of State Procurement ("OSP") to extend the Agreement terms beyond the thirty-six (36) month term. Total agreement time may not exceed sixty (60) months.

All other terms and conditions of the Agreement remain the same. The original agreement and all amendments constitute the entire Agreement between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor.

Contract Amendment 1
PST Log 12 014

IN WITNESS WHEREOF, the parties have executed this Amendment Number 1 as of the approval date shown below.

Northwoods Consulting Partners, Inc.

CONTRACTOR'S SIGNATURE:

SIGNATURE:

By:

By:

By:

Title:

Date:

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

STATE

STATE AGENCY SIGNATURE:

By:

AGENCY SIGNATURE:

Title:

Date:

DIVISION OF ADMINISTRATION

STATE AGENCY SIGNATURE:

By:

Title:

Date:

APPROVED

DIVISION OF ADMINISTRATION

OFFICE OF STATE PROCUREMENT

LOG NO: 18 12 014

DATE: December 14, 2018

BY: Felicia M. Sommer
for STATE DIRECTOR OF PROCUREMENT

OFFICE

OF STATE CUREMENT

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

AMENDMENT NUMBER 2

Software Maintenance Agreement for the Office of Technology Services on behalf of the Louisiana Department of Children and Family Services

Be it known that on the date of approval shown below, the Louisiana Division of Administration, Office of Technology Services (hereinafter sometimes referred to as "State" or "Licensee") on behalf of the Louisiana Department of Children and Family Services and Northwoods Consulting Partners, Inc. with offices at 5815 Wall Street, Dublin, Ohio 43017 (hereinafter sometimes referred to as "Contractor" or "Northwoods") do hereby enter into Amendment Number 2 to the Software Maintenance Agreement under the following terms and conditions through the undersigned and duly authorized representatives of each respective party.

Change to Term of Agreement

Agreement term changed to read: "The term of this Agreement begins on November 28, 2017 and will expire on November 27, 2020, unless terminated in accordance with the termination clauses in this Agreement. At the option of the State of Louisiana and acceptance of the contractor, this Agreement may be extended for two (2) additional twelve (12) month periods at the same terms and conditions.

Prior to the extension of the Agreement beyond the 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. Such written evidence of JLCB approval shall be submitted, along with the Agreement amendment to the Office of State Procurement ("OSP") to extend the Agreement terms beyond the thirty-six (36) month term. Total agreement time may not exceed sixty (60) months.

All other terms and conditions of the Agreement remain the same. The original agreement and all amendments constitute the entire Agreement between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 2 as of the approval date shown below.

Northwoods Consulting Partners Inc.

By: _____
Contractor Signature

Title: _____

Date: _____

Department of Children and Family Services

By: _____
State Agency Signature

Title: _____

Date: _____

LA Division of Administration

By: _____
State Agency Signature

Title: _____

Date: _____

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

AMENDMENT NUMBER 3

Software Maintenance Agreement for the Office of Technology Services on behalf of the Louisiana Department of Children and Family Services

Be it known that on the date of approval shown below, the Louisiana Division of Administration, Office of Technology Services (hereinafter sometimes referred to as "State" or "Licensee") on behalf of the Louisiana Department of Children and Family Services and Northwoods Consulting Partners, Inc. with offices at 5815 Wall Street, Dublin, Ohio 43017 (hereinafter sometimes referred to as "Contractor" or "Northwoods") do hereby enter into Amendment Number 3 to the Software Maintenance Agreement under the following terms and conditions through the undersigned and duly authorized representatives of each respective party.

Change to Term of Agreement

Agreement term changed to read: "The term of this Agreement begins on November 28, 2017 and will expire on November 27, 2021, unless terminated in accordance with the termination clauses in this Agreement. At the option of the State of Louisiana and acceptance of the contractor, this Agreement may be extended for one (1) additional twelve (12) month period at the same terms and conditions.

Prior to the extension of the Agreement beyond the twelve (12) month term, prior 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 Agreement amendment to the Office of State Procurement ("OSP") to extend the Agreement terms beyond the twelve (12) month term. Total agreement time may not exceed sixty (60) months.

All other terms and conditions of the Agreement remain the same. The original agreement and all amendments constitute the entire Agreement between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 3 as of the approval date shown below.

Northwoods Consulting Partners Inc.

By: _____
Contractor Signature

Title: _____

Date: _____

Department of Children and Family Services

By: _____
State Agency Signature

Title: _____

Date: _____

LA Division of Administration

By: _____
State Agency Signature

Title: _____

Date: _____

COVID 19 FEDERAL FUNDING - Preamble Section 2B

NOTE: The items reported are only those federally funded that currently flow through the State Budget.

DEPT	AGENCY	AGENCY NAME	DESCRIPTION	IAT_TOTAL	STAT_DED	FEDERAL	TOTAL
01A_EXEC	01_107	DOA	Increases budget authority associated with the Governor's Emergency Education Relief Fund in response to the COVID-19 pandemic.	\$0	\$0	\$47,564,076	\$47,564,076
01A_EXEC	01_111	Homeland Security	Increases Federal Funds budget authority in the Administrative Program from the coronavirus relief fund in the CARES Act and other federal funds related to the pandemic.	\$0	\$0	\$628,129,688	\$628,129,688
01A_EXEC	01_111	Homeland Security	Increases Statutory Dedications in the Coronavirus Local Recovery Allocation Fund for payments to local governments for eligible expenses related to COVID-19 response efforts.	\$0	\$427,651,310	\$0	\$427,651,310
01A_EXEC	01_116	LA Defender Board	Provide funding from the Coronavirus Emergency Supplemental Funds (CESF) from the Louisiana Commission on Law Enforcement to purchase PPE supplies for the public defender district offices.	\$491,862	\$0	\$0	\$491,862
01A_EXEC	01_129	LCLE	Provides Federal Funds budget authority due to the CARES Act allocation to the U.S. Department of Justice, Bureau of Justice Assistance, to support criminal justice needs related to coronavirus.	\$0	\$0	\$5,000,000	\$5,000,000
01A_EXEC	01_133	Elderly Affairs	Increases federal authority associated with the congregate meals and delivered meals to the elderly population due to resources awarded within the CARES Act.	\$0	\$0	\$11,375,000	\$11,375,000
01A_EXEC			Department Total:	\$491,862	\$427,651,310	\$692,068,764	\$1,120,211,936

04D_TREA	04_147	State Treasurer	Increase from the Louisiana Main Street Recovery Fund to the Administrative Program to carry out the provisions of Act 311 of the 2020 Regular Session of the Legislature. According to Act 311 the Treasurer will receive up to 5% from the fund to administer the Louisiana Main Street Recovery Program.	\$0	\$15,000,000	\$0	\$15,000,000
04D_TREA			Department Total:	\$0	\$15,000,000	\$0	\$15,000,000

08A_CORR	08_400	Corrections-Admin	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$13,989,825	\$0	\$0	\$13,989,825
08A_CORR	08_402	La State Pen	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$62,683,751	\$0	\$0	\$62,683,751
08A_CORR	08_405	Avoyelles Corr Ctr	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$13,088,377	\$0	\$0	\$13,088,377
08A_CORR	08_406	La Corr Inst Women	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$9,769,270	\$0	\$0	\$9,769,270
08A_CORR	08_408	Allen Corr Ctr	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$5,895,568	\$0	\$0	\$5,895,568
08A_CORR	08_409	Dixon Corr Inst	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$17,552,843	\$0	\$0	\$17,552,843

COVID 19 FEDERAL FUNDING - Preamble Section 2B

NOTE: The items reported are only those federally funded that currently flow through the State Budget.

DEPT	AGENCY	AGENCY NAME	DESCRIPTION	IAT_TOTAL	STAT_DED	FEDERAL	TOTAL
08A_CORR	08_413	Hunt Corr Ctr	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$23,624,471	\$0	\$0	\$23,624,471
08A_CORR	08_414	Wade Corr Ctr	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$11,507,187	\$0	\$0	\$11,507,187
08A_CORR	08_415	Adult Prob/Parole	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$31,177,071	\$0	\$0	\$31,177,071
08A_CORR	08_416	B.B. "Sixty" Corr	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$10,822,526	\$0	\$0	\$10,822,526
08A_CORR			Department Total:	\$200,110,889	\$0	\$0	\$200,110,889

08C_YSER	08_403	Juvenile Justice	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal services expenditures related to COVID-19.	\$35,923,198	\$0	\$0	\$35,923,198
08C_YSER			Department Total:	\$35,923,198	\$0	\$0	\$35,923,198

09A_LDH	09_300	Jeff Par Hum Serv	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$7,638,102	\$0	\$0	\$7,638,102
09A_LDH	09_301	Flor Par Hum Serv	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$7,428,942	\$0	\$0	\$7,428,942
09A_LDH	09_302	Cap Area Hum Serv	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$8,512,784	\$0	\$0	\$8,512,784
09A_LDH	09_304	Metro Hum Serv	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$8,928,909	\$0	\$0	\$8,928,909
09A_LDH	09_306	Med Vendor Pymnts	Enhanced FMAP rate due to the COVID-19 pandemic (through September 30, 2020).	\$0	\$0	\$112,015,442	\$112,015,442
09A_LDH	09_307	Office of Sec	Hospital Preparedness Grant for Emergency Support Function 8 (ESF8) portal enhancements due to COVID 19.	\$0	\$0	\$573,918	\$573,918
09A_LDH	09_307	Office of Sec	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$26,292,319	\$0	\$0	\$26,292,319
09A_LDH	09_309	SCLHSA	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$7,573,380	\$0	\$0	\$7,573,380
09A_LDH	09_310	NEDHSA	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$5,130,826	\$0	\$0	\$5,130,826
09A_LDH	09_320	AgingandAdultServ.	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$6,951,049	\$0	\$0	\$6,951,049

COVID 19 FEDERAL FUNDING - Preamble Section 2B

NOTE: The items reported are only those federally funded that currently flow through the State Budget.

DEPT	AGENCY	AGENCY NAME	DESCRIPTION	IAT_TOTAL	STAT_DED	FEDERAL	TOTAL
09A_LDH	09_324	LA Emrg Rsp Ntwk	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$899,509	\$0	\$0	\$899,509
09A_LDH	09_325	Acadiana Area HSD	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$7,008,197	\$0	\$0	\$7,008,197
09A_LDH	09_326	Public Health	Increases Federal Funding to respond to Covid-19 using funds received from U.S. Centers for Disease Control and Prevention (Epidemiology and Laboratory Capacity Grant and Public Health Crisis Response Grant) and U.S. Department of Housing and Urban Development (Housing Opportunities for Persons with Aids Grant) through the CARES Act. Funds will address early crises response and surge management, financial assistance to rural hospitals to respond to Covid-19, prevention and control of Covid-19 in Healthcare settings and the protection of high risk individuals, and to support HIV infected individuals who may have been affected by Covid-19. CARES Act funding will be used to increase the development, procurement, administration, and analyzation of Covid-19 tests. Funds will be also used to support the public health workforce, epidemiological efforts, and scale up testing for entities already engaged in Covid-19 testing. Funds will be utilized for Covid-19 surveillance and contact tracing that increased testing will require.	\$0	\$0	\$173,692,119	\$173,692,119
09A_LDH	09_326	Public Health	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$28,649,465	\$0	\$0	\$28,649,465
09A_LDH	09_330	Office of Behavioral Health	Increase in Federal funds from U.S. Department of Health and Human Services - Substance Abuse and Mental Health Services Administration (SAMHSA) grant for activities directly related to Louisiana's response to the Coronavirus (COVID-19) pandemic.	\$0	\$0	\$1,633,744	\$1,633,744
09A_LDH	09_330	Office of Behavioral Health	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$1,188,132	\$0	\$0	\$1,188,132
09A_LDH	09_330	Office of Behavioral Health	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$51,502,396	\$0	\$0	\$51,502,396
09A_LDH	09_340	Citizens w/Dev Dis	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$2,594,635	\$0	\$0	\$2,594,635
09A_LDH	09_375	ICHSA	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$4,036,561	\$0	\$0	\$4,036,561
09A_LDH	09_376	CLHSD	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$4,937,892	\$0	\$0	\$4,937,892
09A_LDH	09_377	NWLHSD	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$4,448,794	\$0	\$0	\$4,448,794
09A_LDH	09-306	Med Vendor Pymnts	NOTE: There was increased Medicaid Managed Care activity due to increased enrollment resulting from the COVID-19 pandemic, due to restrictions related to enrollment qualifications and dis-enrollment criteria. There is also a projected increase in COVID-19 related expenditures in the Fee for Service activity from July 20-September, 30 2020. The sum of these two items resulted in an increase of \$692,780,897 in federal funding. There was also an increase of \$119,359,191 in state match for these expenditures.				

COVID 19 FEDERAL FUNDING - Preamble Section 2B

NOTE: The items reported are only those federally funded that currently flow through the State Budget.

DEPT	AGENCY	AGENCY NAME	DESCRIPTION	IAT_TOTAL	STAT_DED	FEDERAL	TOTAL
09A_LDH			Department Total:	\$183,721,892	\$0	\$287,915,223	\$471,637,115

19A_HIED	19A_671	Board of Regents	Funding from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) to be used for the Louisiana Library Network (LOUIS) in the procurement of library technology and resources providing additional on-line teaching tools/resources for instructors/professors, and support of nurse capitation programs in response to the public health crisis.	\$3,250,000	\$0	\$0	\$3,250,000
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19A_HIED	19A_671	Board of Regents	NOTE: State public institutions of Higher Education received approximately \$147.1M from the CARES Act, of which \$73.6M is allocated to students. Also, various state public institutions collected a total of \$39.5M as part of the Minority Serving Institutions Portion of CARES Act. These amounts were obtained directly, and are not on budget nor part of this report.				
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19A_HIED			Department Total:	\$3,250,000	\$0	\$0	\$3,250,000
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19B_OTED	19B_653	Deaf and Visually	Increases Interagency Transfers budget authority for eligible reimbursements to the Louisiana School for the Deaf and Visually Impaired due to funding awards from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, 2020. These funds are provided through the U. S. Department of Education, Elementary and Secondary School Emergency Relief Fund (ESSER) via the Louisiana Department of Education Subgrantee Assistance Program.	\$66,146	\$0	\$0	\$66,146
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19B_OTED			Department Total:	\$66,146	\$0	\$0	\$66,146
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19D_LDOE	19D_681	Federal Support	Increases federal budget authority for eligible reimbursements to the Local Education Agencies due to funding awards from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, 2020. These funds are provided through the U.S. Department of Education, Elementary and Secondary School Emergency Relief Fund (ESSER).	\$0	\$0	\$241,667,516	\$241,667,516
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19D_LDOE	19D_681	Federal Support	Increases federal budget authority for funding awards for child nutrition from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, 2020. These funds are provided through the U.S. Department of Agriculture, Food and Nutrition Service (FNS) agency.	\$0	\$0	\$32,930,539	\$32,930,539
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19D_LDOE	19D_681	Federal Support	Increases federal budget authority for funding awards to early childhood centers from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, 2020. These funds are provided through the U.S. Department of Health and Human Services, Child Care and Development Fund (CCDF).	\$0	\$0	\$27,632,350	\$27,632,350
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19D_LDOE			Department Total:	\$0	\$0	\$302,230,405	\$302,230,405
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20A_OREQ	20_451	Housing StOffender	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for expenses related to COVID-19.	\$88,590,185	\$0	\$0	\$88,590,185
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20A_OREQ	20_941	Agri & Forest Pass	Additional funding for The Emergency Food Assistance Program (TEFAP) provided through the USDA in accordance with the CARES Act. Agriculture will pass this money through to 5 regional food banks in the state in order to provide USDA food commodities to people throughout the state in need of assistance.	\$0	\$0	\$14,000,000	\$14,000,000
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20A_OREQ	20_945	State Aid to Local	Increase in Statutory Dedications out of the Critical Infrastructure Workers Hazard Pay Rebate Fund that will used for one-time hazard pay rebates for essential critical infrastructure workers as part of Act 12 of the 2020 First Extraordinary Session.	\$0	\$50,000,000	\$0	\$50,000,000
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COVID 19 FEDERAL FUNDING - Preamble Section 2B

NOTE: The items reported are only those federally funded that currently flow through the State Budget.

DEPT	AGENCY	AGENCY NAME	DESCRIPTION	IAT_TOTAL	STAT_DED	FEDERAL	TOTAL
20A_OREQ	20_945	State Aid to Local	Increase in Statutory Dedications out of the Louisiana Main Street Recovery Fund for grants to provide economic support to eligible Louisiana businesses for costs incurred in connection with COVID-19.	\$0	\$260,000,000	\$0	\$260,000,000
20A_OREQ			Department Total:	\$88,590,185	\$310,000,000	\$14,000,000	\$412,590,185

23A_JUDI	23_949	La Judiciary	Increase in Interagency Transfers from GOHSEP for Covid-19 related expenditures.	\$4,000,000	\$0	\$0	\$4,000,000
23A_JUDI			Department Total:	\$4,000,000	\$0	\$0	\$4,000,000

24A_LEGI	24_954	Legislative Auditor	Increase in Interagency Transfers from the Department of Treasury for work related to the Louisiana Main Street Recovery Program. Increase in the Coronavirus Local Recovery Allocation Fund for work related to the Coronavirus Local Recovery Allocation Program. These programs and the allocations to the Legislative Auditor are established by Act 311 of the 2020 Regular Session.	\$2,500,000	\$271,501	\$0	\$2,771,501
24A_LEGI	24_960	Legis Budget Control	Increase in Interagency Transfers from GOHSEP for Covid-19 related expenditures.	\$3,000,000	\$0	\$0	\$3,000,000
24A_LEGI			Department Total:	\$5,500,000	\$271,501	\$0	\$5,771,501

			Total (Inclusive of Double Counts)	\$521,654,172	\$752,922,811	\$1,296,214,392	\$2,570,791,375
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			Total (Exclusive of Double Counts)	\$0	\$752,922,811	\$1,296,214,392	\$2,049,137,203
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NOTE: To the extent the JLCB approves the Secretary of State BA-7 in the amount of \$4.9M (September 2020 JLCB Meeting), there will be \$4.9M added to this list. The \$4.9M in expenditures is for resources necessary to protect the 2020 elections from COVID-19. The original source of funding is from the federal CARES Act.

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
100	EXECUTIVE OFFICE	SALARIES	414,230	Regular	1,032,576	5,311,871	4,279,295	19.44%
		RELATED BENEFITS	208,226	Regular	512,545	2,878,183	2,365,638	17.81%
		OTHER COMPENSATION	12,788	Regular	32,736	170,100	137,364	19.25%
		TRAVEL & TRAINING	27	Regular	27	70,000	69,973	0.04%
		OPERATING SERVICES	16,053	Regular	16,053	225,984	141,445	9.89%
		SUPPLIES	29,246	Regular	33,363	374,800	342,604	7.22%
		PROFESSIONAL SERVICES	0		0	530,008	491,930	0.00%
		OTHER CHARGES	53,536	Regular	803,536	3,521,842	1,692,602	22.82%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	349,453	Regular	398,863	591,868	193,005	67.39%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	558	Regular	558	0	(558)	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
100		Sum:	1,084,117		\$2,830,258	\$13,674,656	\$9,713,297	20.70%
101	OFFICE OF INDIAN AFFAIRS	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	134,804	134,804	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	12,158	12,158	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
101		Sum:	0		\$0	\$146,962	\$146,962	0.00%
102	OFFICE OF INSPECTOR GENERAL	SALARIES	83,194	Regular	202,083	1,214,673	1,012,590	16.64%
		RELATED BENEFITS	41,338	Regular	102,607	692,214	589,607	14.82%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	7,264	7,264	0.00%
		OPERATING SERVICES	1,210	Regular	1,210	25,112	23,557	4.82%
		SUPPLIES	753	Regular	1,711	12,984	11,273	13.18%
		PROFESSIONAL SERVICES	0		0	2,500	2,500	0.00%
		OTHER CHARGES	0		0	3,866	3,866	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	8,157	Regular	95,694	329,822	234,128	29.01%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
102		Sum:	134,654		\$403,306	\$2,288,435	\$1,884,785	17.62%
103	MENTAL HEALTH ADVOCACY	SALARIES	199,749	Regular	482,448	2,587,612	2,105,164	18.64%
		RELATED BENEFITS	100,000	Regular	243,118	1,457,456	1,214,338	16.68%
		OTHER COMPENSATION	6,367	Regular	15,502	146,045	130,543	10.61%
		TRAVEL & TRAINING	2,062	Regular	2,062	101,919	99,857	2.02%
		OPERATING SERVICES	11,383	Regular	18,344	110,009	28,102	16.68%
		SUPPLIES	0		60	22,662	22,602	0.27%
		PROFESSIONAL SERVICES	0		0	29,506	29,506	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	62,894	Regular	86,128	501,010	301,916	27.90%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
103		Sum:	382,454		\$847,662	\$4,956,219	\$3,932,028	18.19%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
106	LOUISIANA TAX COMMISSION	SALARIES	171,748	Regular	425,639	2,249,333	1,823,694	18.92%
		RELATED BENEFITS	91,661	Regular	233,975	1,515,905	1,281,930	15.43%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	9,456	Regular	10,896	180,000	169,104	6.05%
		OPERATING SERVICES	1,518	Regular	1,614	162,430	149,072	0.99%
		SUPPLIES	1,287	Regular	1,287	20,000	18,315	7.58%
		PROFESSIONAL SERVICES	0		0	295,000	285,000	0.00%
		OTHER CHARGES	0		0	80,000	80,000	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	59,602	Regular	124,816	313,240	182,024	41.89%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
106		Sum:	335,271		\$798,227	\$4,815,908	\$3,989,139	16.71%
107	DIVISION OF ADMINISTRATION	SALARIES	2,414,750	Regular	5,967,048	32,621,407	26,654,359	18.29%
		RELATED BENEFITS	1,198,663	Regular	3,152,901	20,169,594	17,016,693	15.63%
		OTHER COMPENSATION	68,882	Regular	185,346	870,879	685,533	21.28%
		TRAVEL & TRAINING	1,754	Regular	2,053	164,635	162,582	1.25%
		OPERATING SERVICES	712,075	Regular	852,057	15,877,182	11,165,895	5.50%
		SUPPLIES	33,495	Regular	33,719	1,132,787	1,049,110	2.98%
		PROFESSIONAL SERVICES	3,167	Regular	3,167	824,157	422,514	0.38%
		OTHER CHARGES	18,603,441	Regular	27,504,452	653,050,969	234,525,207	4.44%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	2,158,566	Regular	2,198,284	37,385,605	33,176,644	6.06%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	130	Regular	130	326,180	212,126	0.04%
		AUXILIARY PROGRAM	129,136	Regular	266,834	34,001,273	33,732,704	0.78%
		UNALLOTTED	0		0	0	0	0.00%
107		Sum:	25,324,060		\$40,165,991	\$796,424,668	\$358,803,366	5.25%
109	COASTAL PROCT AND RESTOR	SALARIES	1,053,690	Regular	2,583,128	14,933,506	12,350,378	17.30%
		RELATED BENEFITS	543,430	Regular	1,297,617	7,765,539	6,467,922	16.71%
		OTHER COMPENSATION	18,671	Regular	45,904	303,307	257,403	15.13%
		TRAVEL & TRAINING	2,405	Regular	2,405	122,520	120,115	1.96%
		OPERATING SERVICES	161,017	Regular	438,175	1,868,012	1,294,347	30.71%
		SUPPLIES	8,937	Regular	9,131	210,185	201,054	4.34%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	660,114	Regular	708,844	95,131,734	94,422,890	0.75%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	476,709	Regular	1,348,440	27,536,609	26,177,913	4.93%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	4,814,886	Regular	4,814,886	438,687	(4,376,199)	1,097.57%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
109		Sum:	7,739,859		\$11,248,529	\$148,310,099	\$136,915,825	7.68%
111	HOMELAND SECURITY & EME	SALARIES	308,790	Regular	750,932	4,144,938	3,394,006	18.12%
		RELATED BENEFITS	143,179	Regular	336,452	1,995,394	1,658,942	16.86%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	5,000	5,000	0.00%
		OPERATING SERVICES	771	Regular	771	0	(771)	0.00%
		SUPPLIES	3,822	Regular	3,822	199,430	195,608	1.92%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	167,209,108	Regular	218,129,009	1,748,611,041	1,528,868,984	12.57%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	(1,193,638)		697,749	5,976,163	5,278,414	11.68%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
111		Sum:	166,472,031		\$219,918,735	\$1,760,931,966	\$1,539,400,183	12.58%

Agy Agency Name Expenditure Category			02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
112	DEPT OF MILITARY AFFAIRS	SALARIES	2,558,566	Regular	6,322,270	39,222,512	32,867,060	16.20%
		RELATED BENEFITS	1,211,869	Regular	2,934,310	17,963,714	15,028,923	16.34%
		OTHER COMPENSATION	98,744	Regular	253,443	1,694,442	1,440,999	14.96%
		TRAVEL & TRAINING	6,071	Regular	8,529	876,720	868,191	0.97%
		OPERATING SERVICES	1,369,335	Regular	1,923,350	29,185,284	27,256,414	6.61%
		SUPPLIES	409,166	Regular	444,187	8,930,617	8,473,803	5.12%
		PROFESSIONAL SERVICES	204,284	Regular	204,284	5,293,133	5,088,849	3.86%
		OTHER CHARGES	113,711	Regular	178,033	22,037,523	19,312,335	12.37%
		DEBT SERVICES	0		0	1,825,611	1,825,611	0.00%
		IAT	17,702	Regular	35,714	5,111,006	5,075,292	0.70%
		MAJOR REPAIRS	1,099,915	Regular	1,099,915	5,802,499	4,702,584	18.96%
		CAPITAL OUTLAY	2,023,700	Regular	2,024,800	4,484,293	2,459,493	45.15%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
112		Sum:	9,113,063		\$15,428,836	\$142,427,354	\$124,399,553	12.66%
116	LOUISIANA PUBLIC DEFENDER	SALARIES	109,684	Regular	246,697	1,433,853	1,187,156	17.21%
		RELATED BENEFITS	46,068	Regular	111,001	787,634	676,633	14.09%
		OTHER COMPENSATION	2,773	Regular	6,843	151,779	144,936	4.51%
		TRAVEL & TRAINING	0		0	43,000	43,000	0.00%
		OPERATING SERVICES	12,346	Regular	33,052	193,003	61,317	17.13%
		SUPPLIES	111	Regular	111	187,267	174,387	0.06%
		PROFESSIONAL SERVICES	14,162	Regular	14,762	400,334	78,000	3.69%
		OTHER CHARGES	599,801	Regular	30,831,542	44,600,679	3,371,506	71.21%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	168,480	Regular	172,435	220,086	46,714	78.77%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	357,737	22,948	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
116		Sum:	953,424		\$31,416,445	\$48,375,372	\$5,806,596	66.87%
124	LA STADIUM & EXPOSITION D	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	25,946,390	25,946,390	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	41,426,816	41,426,816	0.00%
		DEBT SERVICES	0		0	23,441,118	23,441,118	0.00%
		IAT	0		0	4,717,217	4,717,217	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
124		Sum:	0		\$0	\$95,531,541	\$95,531,541	0.00%
129	LA COMM LAW ENFORCE ADM	SALARIES	208,145	Regular	534,458	2,845,179	2,310,721	18.78%
		RELATED BENEFITS	126,964	Regular	286,327	1,763,545	1,477,218	16.24%
		OTHER COMPENSATION	7,993	Regular	18,247	162,423	144,176	11.23%
		TRAVEL & TRAINING	660	Regular	660	182,700	182,040	0.36%
		OPERATING SERVICES	8,576	Regular	18,820	374,919	356,076	5.03%
		SUPPLIES	3,037	Regular	3,069	105,163	102,094	2.92%
		PROFESSIONAL SERVICES	0		0	2,415,698	2,415,698	0.00%
		OTHER CHARGES	2,948,030	Regular	3,871,642	58,915,112	55,038,970	6.58%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	69,631	Regular	121,703	1,963,994	1,842,291	6.20%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	39,323	Regular	39,323	200,885	161,562	19.57%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
129		Sum:	3,412,358		\$4,894,248	\$68,929,618	\$64,030,847	7.11%

Agy Agency Name Expenditure Category			02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
130	DEPT OF VETERANS AFFAIRS	SALARIES	396,490	Regular	991,548	5,483,958	4,492,410	18.08%
		RELATED BENEFITS	181,059	Regular	430,304	2,888,939	2,458,635	14.89%
		OTHER COMPENSATION	8,904	Regular	26,021	104,080	78,059	25.00%
		TRAVEL & TRAINING	4,932	Regular	5,071	155,311	150,240	3.27%
		OPERATING SERVICES	30,397	Regular	45,233	439,745	394,512	10.29%
		SUPPLIES	21,294	Regular	21,324	229,334	207,813	9.38%
		PROFESSIONAL SERVICES	0		0	124,900	124,900	0.00%
		OTHER CHARGES	413,810	Regular	421,011	4,373,568	3,952,557	9.63%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	107,619	Regular	254,995	1,142,946	866,752	24.17%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
130		Sum:	1,164,505		\$2,195,508	\$14,942,781	\$12,725,877	14.84%
131	LOUISIANA VETERANS HOME	SALARIES	362,927	Regular	905,938	4,930,890	4,024,952	18.37%
		RELATED BENEFITS	170,837	Regular	400,175	2,709,993	2,309,818	14.77%
		OTHER COMPENSATION	19,879	Regular	45,790	270,000	224,210	16.96%
		TRAVEL & TRAINING	0		0	10,000	10,000	0.00%
		OPERATING SERVICES	23,465	Regular	23,772	505,572	481,800	4.70%
		SUPPLIES	60,117	Regular	61,688	636,992	575,304	9.68%
		PROFESSIONAL SERVICES	5,796	Regular	5,796	700,000	694,204	0.83%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	44,307	Regular	44,307	1,247,808	1,203,501	3.55%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
131		Sum:	687,330		\$1,487,467	\$11,011,255	\$9,523,788	13.51%
132	NORTHEAST LOUISIANA VETS	SALARIES	398,961	Regular	979,183	5,869,357	4,890,174	16.68%
		RELATED BENEFITS	188,017	Regular	427,369	3,004,740	2,577,371	14.22%
		OTHER COMPENSATION	2,733	Regular	9,859	224,000	214,141	4.40%
		TRAVEL & TRAINING	0		0	27,957	27,957	0.00%
		OPERATING SERVICES	63,962	Regular	112,093	587,755	475,662	19.07%
		SUPPLIES	169,702	Regular	188,114	1,384,194	1,196,080	13.59%
		PROFESSIONAL SERVICES	36,140	Regular	36,140	577,528	541,388	6.26%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	123,632	Regular	179,115	898,702	719,587	19.93%
		MAJOR REPAIRS	1,079	Regular	1,079	100,000	98,921	1.08%
		CAPITAL OUTLAY	0		0	216,200	216,200	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
132		Sum:	984,226		\$1,932,952	\$12,890,433	\$10,957,481	15.00%
133	OFFICE OF ELDERLY AFFAIRS	SALARIES	288,419	Regular	690,494	4,086,561	3,396,067	16.90%
		RELATED BENEFITS	136,108	Regular	336,466	2,376,894	2,040,428	14.16%
		OTHER COMPENSATION	0		0	17,655	17,655	0.00%
		TRAVEL & TRAINING	2,566	Regular	2,598	137,850	135,252	1.88%
		OPERATING SERVICES	14,513	Regular	43,540	214,276	157,955	26.28%
		SUPPLIES	234	Regular	234	31,745	31,511	0.74%
		PROFESSIONAL SERVICES	0		0	17,097	17,097	0.00%
		OTHER CHARGES	5,483,451	Regular	7,679,679	57,200,392	49,517,999	13.43%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		50	936,269	936,219	0.01%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
133		Sum:	5,925,291		\$8,753,061	\$65,018,739	\$56,250,182	13.49%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
134	SOUTHWEST LOUISIANA VETS	SALARIES	489,714	Regular	1,227,036	6,665,559	5,438,523	18.41%
		RELATED BENEFITS	216,691	Regular	516,043	3,016,466	2,500,423	17.11%
		OTHER COMPENSATION	10,808	Regular	31,291	393,036	361,745	7.96%
		TRAVEL & TRAINING	0		0	9,972	9,972	0.00%
		OPERATING SERVICES	53,367	Regular	73,966	636,748	561,676	11.79%
		SUPPLIES	110,229	Regular	181,185	1,218,102	1,027,333	15.66%
		PROFESSIONAL SERVICES	34,561	Regular	34,561	578,102	543,541	5.98%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	423,708	Regular	423,708	1,290,618	866,910	32.83%
		MAJOR REPAIRS	0		0	31,500	31,500	0.00%
		CAPITAL OUTLAY	1,562	Regular	1,562	82,036	80,474	1.90%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
134		Sum:	1,340,640		\$2,489,351	\$13,922,139	\$11,422,098	17.96%
135	NORTHWEST LOUISIANA VETS	SALARIES	430,054	Regular	1,098,380	6,476,665	5,378,285	16.96%
		RELATED BENEFITS	190,835	Regular	456,952	3,097,984	2,641,032	14.75%
		OTHER COMPENSATION	9,782	Regular	31,360	154,077	122,717	20.35%
		TRAVEL & TRAINING	0		0	12,763	12,763	0.00%
		OPERATING SERVICES	49,907	Regular	84,460	749,394	664,934	11.27%
		SUPPLIES	73,624	Regular	112,434	1,217,189	1,083,776	10.96%
		PROFESSIONAL SERVICES	8,829	Regular	8,829	920,949	912,120	0.96%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	375,167	Regular	459,950	833,729	373,779	55.17%
		MAJOR REPAIRS	0		0	95,000	95,000	0.00%
		CAPITAL OUTLAY	0		0	180,811	180,811	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
135		Sum:	1,138,198		\$2,252,365	\$13,738,561	\$11,465,217	16.55%
136	SOUTHEAST LOUISIANA VETS	SALARIES	493,527	Regular	1,199,031	6,984,600	5,785,569	17.17%
		RELATED BENEFITS	202,999	Regular	487,791	2,925,929	2,438,138	16.67%
		OTHER COMPENSATION	7,756	Regular	31,045	179,907	148,862	17.26%
		TRAVEL & TRAINING	0		0	4,500	4,500	0.00%
		OPERATING SERVICES	30,681	Regular	55,059	578,353	521,624	9.81%
		SUPPLIES	81,941	Regular	158,755	1,481,231	1,321,119	10.81%
		PROFESSIONAL SERVICES	7,903	Regular	9,003	673,827	661,758	1.79%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	378,165	Regular	413,509	851,012	437,503	48.59%
		MAJOR REPAIRS	0		0	120,000	120,000	0.00%
		CAPITAL OUTLAY	0		0	125,900	125,900	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
136		Sum:	1,202,972		\$2,354,194	\$13,925,259	\$11,564,973	16.95%
139	SECRETARY OF STATE	SALARIES	1,457,112	Regular	3,659,071	18,360,193	14,701,122	19.93%
		RELATED BENEFITS	838,748	Regular	1,810,090	10,811,618	9,001,528	16.74%
		OTHER COMPENSATION	29,866	Regular	72,480	455,694	383,214	15.91%
		TRAVEL & TRAINING	13,630	Regular	34,584	155,845	120,374	22.76%
		OPERATING SERVICES	700,785	Regular	1,276,147	10,932,191	9,322,727	14.72%
		SUPPLIES	64,576	Regular	85,608	821,298	735,690	10.42%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	4,844,829	Regular	12,355,057	42,567,217	30,205,468	29.04%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	201,380	Regular	1,143,067	3,060,420	1,665,657	45.57%
		MAJOR REPAIRS	0		0	55,002	55,002	0.00%
		CAPITAL OUTLAY	0		0	12,663,459	12,663,459	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
139		Sum:	8,150,926		\$20,436,105	\$99,882,937	\$78,854,240	21.05%

Agy Agency Name Expenditure Category			02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
141	OFFICE OF THE ATTORNEY GE	SALARIES	2,438,319	Regular	6,155,440	32,435,356	26,279,916	18.98%
		RELATED BENEFITS	1,299,628	Regular	3,121,505	18,534,862	15,413,357	16.84%
		OTHER COMPENSATION	163,905	Regular	406,627	2,956,689	2,550,062	13.75%
		TRAVEL & TRAINING	9,321	Regular	10,052	1,064,534	1,053,899	1.00%
		OPERATING SERVICES	358,604	Regular	385,381	2,764,759	2,374,490	14.12%
		SUPPLIES	18,339	Regular	20,674	863,465	841,656	2.53%
		PROFESSIONAL SERVICES	346,888	Regular	386,119	8,866,422	8,480,303	4.35%
		OTHER CHARGES	65,405	Regular	75,906	6,867,675	6,791,769	1.11%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	5,407,753	5,407,753	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	111,568	Regular	119,718	1,469,423	1,346,573	8.36%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
141		Sum:	4,811,979		\$10,681,422	\$81,230,938	\$70,539,777	13.16%
146	LIEUTENANT GOVERNOR	SALARIES	49,999	Regular	116,501	630,996	514,495	18.46%
		RELATED BENEFITS	50,425	Regular	100,848	568,546	467,698	17.74%
		OTHER COMPENSATION	27,643	Regular	62,834	338,501	275,667	18.56%
		TRAVEL & TRAINING	(1,138)		(1,138)	30,793	31,931	-3.70%
		OPERATING SERVICES	4,064	Regular	6,974	18,580	11,606	37.54%
		SUPPLIES	482	Regular	1,006	17,698	16,692	5.68%
		PROFESSIONAL SERVICES	0		0	7,404	7,404	0.00%
		OTHER CHARGES	50,313	Regular	105,743	6,365,218	6,259,475	1.66%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	25,219	Regular	25,219	143,222	118,003	17.61%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	22	Regular	22	0	(22)	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
146		Sum:	207,028		\$418,009	\$8,120,958	\$7,702,949	5.15%
147	ST TREASURER OPERATING	SALARIES	306,313	Regular	747,607	4,436,517	3,688,910	16.85%
		RELATED BENEFITS	152,162	Regular	384,767	2,476,236	2,091,469	15.54%
		OTHER COMPENSATION	38,384	Regular	94,018	562,917	468,899	16.70%
		TRAVEL & TRAINING	2,047	Regular	2,047	103,389	101,342	1.98%
		OPERATING SERVICES	58,129	Regular	85,179	1,574,759	1,426,973	5.41%
		SUPPLIES	4,320	Regular	4,320	57,372	50,682	7.53%
		PROFESSIONAL SERVICES	13,430	Regular	38,430	263,147	224,717	14.60%
		OTHER CHARGES	124,035	Regular	124,435	14,689,873	14,565,438	0.85%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	63,290	Regular	82,334	3,262,914	3,180,580	2.52%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	398	Regular	398	92,815	90,023	0.43%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
147		Sum:	762,508		\$1,563,535	\$27,519,939	\$25,889,033	5.68%
158	PUBLIC SERVICE COMMISSION	SALARIES	349,506	Regular	862,219	5,222,373	4,360,154	16.51%
		RELATED BENEFITS	240,560	Regular	483,711	3,169,615	2,685,904	15.26%
		OTHER COMPENSATION	730	Regular	1,702	38,000	36,299	4.48%
		TRAVEL & TRAINING	427	Regular	427	90,868	90,441	0.47%
		OPERATING SERVICES	27,679	Regular	59,593	375,351	312,300	16.80%
		SUPPLIES	638	Regular	638	28,539	27,901	2.24%
		PROFESSIONAL SERVICES	0		0	5,000	5,000	0.00%
		OTHER CHARGES	2,488	Regular	2,488	121,350	118,862	2.05%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	257,093	Regular	257,093	1,119,887	802,208	28.37%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	682	Regular	682	71,860	71,178	0.95%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
158		Sum:	879,804		\$1,668,552	\$10,242,843	\$8,510,247	16.92%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
160	AGRICULTURE AND FORESTRY	SALARIES	2,557,966	Regular	6,199,285	31,920,019	25,720,734	19.42%
		RELATED BENEFITS	1,296,039	Regular	3,042,440	22,433,535	19,391,095	13.56%
		OTHER COMPENSATION	124,982	Regular	288,016	1,532,995	1,244,979	18.79%
		TRAVEL & TRAINING	18,230	Regular	35,488	350,851	311,896	11.10%
		OPERATING SERVICES	447,536	Regular	593,311	6,371,453	5,778,156	9.31%
		SUPPLIES	203,584	Regular	213,333	3,587,105	3,373,772	5.95%
		PROFESSIONAL SERVICES	0		0	463,942	463,942	0.00%
		OTHER CHARGES	505,163	Regular	525,067	3,113,723	2,588,656	16.86%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,780,312	Regular	1,781,412	2,482,555	682,169	72.52%
		MAJOR REPAIRS	0		0	56,000	56,000	0.00%
		CAPITAL OUTLAY	64,987	Regular	64,987	1,264,528	1,199,541	5.14%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
160		Sum:	6,998,798		\$12,743,340	\$73,576,706	\$60,810,939	17.35%
165	COMMISSIONER OF INSURANCE	SALARIES	1,141,829	Regular	2,875,124	15,031,125	12,156,001	19.13%
		RELATED BENEFITS	653,698	Regular	1,519,187	8,861,270	7,342,083	17.14%
		OTHER COMPENSATION	6,449	Regular	18,196	214,942	196,746	8.47%
		TRAVEL & TRAINING	1,725	Regular	2,866	242,313	239,447	1.18%
		OPERATING SERVICES	168,610	Regular	416,428	2,597,395	2,177,450	16.17%
		SUPPLIES	4,461	Regular	5,177	143,424	138,247	3.61%
		PROFESSIONAL SERVICES	187,588	Regular	203,478	3,831,387	3,627,909	5.31%
		OTHER CHARGES	0		0	227,000	227,000	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	800,792	Regular	800,908	1,722,336	921,428	46.50%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	151,284	Regular	150,522	626,650	476,128	24.02%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
165		Sum:	3,116,436		\$5,991,886	\$33,497,842	\$27,502,440	17.90%
251	ECON DEV - OFF OF SECRETARY	SALARIES	230,807	Regular	572,567	3,159,682	2,587,115	18.12%
		RELATED BENEFITS	133,635	Regular	310,090	1,750,031	1,439,941	17.72%
		OTHER COMPENSATION	2,814	Regular	7,552	111,014	103,462	6.80%
		TRAVEL & TRAINING	0		762	190,810	190,048	0.40%
		OPERATING SERVICES	39,108	Regular	62,128	764,163	697,782	8.69%
		SUPPLIES	4,849	Regular	4,849	150,748	145,899	3.22%
		PROFESSIONAL SERVICES	15,000	Regular	30,000	688,510	658,510	4.36%
		OTHER CHARGES	740,957	Regular	783,292	11,059,470	10,275,983	7.08%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	255,500	Regular	389,707	2,136,373	1,572,260	26.41%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	10,045	Regular	10,045	0	(10,045)	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
251		Sum:	1,432,716		\$2,170,993	\$20,010,801	\$17,660,954	11.74%
252	OFFICE OF BUSINESS DEVELOPMENT	SALARIES	429,731	Regular	1,073,018	5,994,426	4,921,408	17.90%
		RELATED BENEFITS	216,812	Regular	522,915	2,756,630	2,233,715	18.97%
		OTHER COMPENSATION	0		0	15,000	15,000	0.00%
		TRAVEL & TRAINING	4,748	Regular	5,153	463,793	458,640	1.11%
		OPERATING SERVICES	75,236	Regular	75,945	321,269	245,113	23.70%
		SUPPLIES	116	Regular	116	31,508	31,392	0.37%
		PROFESSIONAL SERVICES	39,000	Regular	39,000	7,863,934	7,824,934	0.50%
		OTHER CHARGES	116,772	Regular	118,772	10,568,703	10,448,195	1.14%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	2,801	Regular	2,801	87,093	84,292	3.22%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
252		Sum:	885,216		\$1,837,720	\$28,102,356	\$26,262,688	6.55%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
254	LA STATE RACING COMMISSIO	SALARIES	240,294	Regular	612,606	3,265,973	2,653,367	18.76%
		RELATED BENEFITS	112,466	Regular	250,182	1,454,627	1,204,445	17.20%
		OTHER COMPENSATION	8,479	Regular	19,181	77,592	58,411	24.72%
		TRAVEL & TRAINING	3,835	Regular	4,097	136,589	132,492	3.00%
		OPERATING SERVICES	35,423	Regular	35,423	424,912	389,489	8.34%
		SUPPLIES	1,209	Regular	1,209	82,750	81,541	1.46%
		PROFESSIONAL SERVICES	240	Regular	240	44,964	44,724	0.53%
		OTHER CHARGES	206,304	Regular	206,304	6,077,736	5,871,432	3.39%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	238,144	Regular	238,144	1,695,722	1,457,578	14.04%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	186	Regular	186	20,000	19,814	0.93%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
254		Sum:	846,580		\$1,367,572	\$13,280,865	\$11,913,293	10.30%
255	OFFICE OF FINANCIAL INSTIT	SALARIES	459,941	Regular	1,158,733	7,551,352	6,392,619	15.34%
		RELATED BENEFITS	225,870	Regular	548,009	4,679,428	4,131,419	11.71%
		OTHER COMPENSATION	5,776	Regular	12,436	57,328	44,892	21.69%
		TRAVEL & TRAINING	(494)		(494)	361,424	361,918	-0.14%
		OPERATING SERVICES	0		843	777,475	200,965	30.51%
		SUPPLIES	0		0	111,560	99,515	0.15%
		PROFESSIONAL SERVICES	0		0	55,000	55,000	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	(9,174)		(9,174)	1,327,256	1,210,713	8.78%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	131,468	131,468	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
255		Sum:	681,919		\$1,710,353	\$15,052,291	\$12,628,510	13.77%
261	CUL REC TOURISM - OFF OF SE	SALARIES	238,558	Regular	555,484	3,123,462	2,567,978	17.78%
		RELATED BENEFITS	143,657	Regular	294,377	1,876,223	1,581,846	15.69%
		OTHER COMPENSATION	14,682	Regular	26,926	51,340	24,414	52.45%
		TRAVEL & TRAINING	0		0	61,602	61,602	0.00%
		OPERATING SERVICES	25,256	Regular	25,288	156,601	131,313	16.15%
		SUPPLIES	1,790	Regular	1,790	72,359	70,569	2.47%
		PROFESSIONAL SERVICES	0		0	92,363	92,363	0.00%
		OTHER CHARGES	11,481	Regular	11,481	1,789,255	1,777,774	0.64%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	80,684	Regular	80,684	522,867	442,183	15.43%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
261		Sum:	516,108		\$996,029	\$7,746,072	\$6,750,043	12.86%
262	OFF OF THE STATE LIBRARY C	SALARIES	174,294	Regular	432,312	2,352,762	1,920,450	18.37%
		RELATED BENEFITS	157,357	Regular	289,625	1,720,947	1,431,322	16.83%
		OTHER COMPENSATION	1,335	Regular	3,070	51,000	47,930	6.02%
		TRAVEL & TRAINING	0		0	12,926	12,926	0.00%
		OPERATING SERVICES	410	Regular	442	291,854	291,412	0.15%
		SUPPLIES	876	Regular	876	28,117	27,241	3.12%
		PROFESSIONAL SERVICES	0		0	6,597	6,597	0.00%
		OTHER CHARGES	189	Regular	(3,232)	1,861,421	1,864,653	-0.17%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	88,044	Regular	88,044	923,669	835,625	9.53%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
262		Sum:	422,505		\$811,137	\$7,249,293	\$6,438,156	11.19%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
263	OFFICE OF STATE MUSEUM	SALARIES	239,237	Regular	586,415	3,312,130	2,725,715	17.71%
		RELATED BENEFITS	153,507	Regular	329,490	1,937,192	1,607,702	17.01%
		OTHER COMPENSATION	18,456	Regular	39,327	4,066	(35,261)	967.21%
		TRAVEL & TRAINING	0		0	5,000	5,000	0.00%
		OPERATING SERVICES	102,306	Regular	106,443	668,907	562,464	15.91%
		SUPPLIES	6,181	Regular	6,181	148,961	142,780	4.15%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	317	Regular	317	529,322	529,005	0.06%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	6,082	Regular	6,082	1,040,833	1,034,751	0.58%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
263		Sum:	526,084		\$1,074,255	\$7,646,411	\$6,572,156	14.05%
264	OFFICE OF STATE PARKS	SALARIES	862,815	Regular	2,099,509	11,618,108	9,518,599	18.07%
		RELATED BENEFITS	554,551	Regular	1,202,262	7,624,579	6,422,303	15.77%
		OTHER COMPENSATION	75,153	Regular	183,498	454,070	270,388	40.45%
		TRAVEL & TRAINING	2,010	Regular	2,150	21,000	18,850	10.24%
		OPERATING SERVICES	413,928	Regular	428,444	4,034,464	3,606,020	10.62%
		SUPPLIES	245,938	Regular	252,370	2,198,025	1,945,655	11.48%
		PROFESSIONAL SERVICES	(48,521)		(48,521)	75,047	123,568	-64.65%
		OTHER CHARGES	75,813	Regular	125,305	3,156,214	3,030,909	3.97%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	17,613	Regular	17,613	2,495,962	2,478,349	0.71%
		MAJOR REPAIRS	447,789	Regular	447,789	5,393,809	4,946,020	8.30%
		CAPITAL OUTLAY	812,327	Regular	814,303	2,153,470	1,339,167	37.81%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
264		Sum:	3,459,416		\$5,524,721	\$39,224,748	\$33,699,828	14.09%
265	OFFICE OF CULTURAL DEVEL	SALARIES	150,118	Regular	377,721	2,136,991	1,759,270	17.68%
		RELATED BENEFITS	94,266	Regular	201,887	1,242,259	1,040,372	16.25%
		OTHER COMPENSATION	3,886	Regular	9,213	15,493	6,280	59.47%
		TRAVEL & TRAINING	0		0	43,178	43,178	0.00%
		OPERATING SERVICES	10,352	Regular	10,384	162,523	152,139	6.39%
		SUPPLIES	100	Regular	100	26,837	26,737	0.37%
		PROFESSIONAL SERVICES	0		0	5,178	5,178	0.00%
		OTHER CHARGES	42,619	Regular	59,435	3,943,547	3,884,112	1.51%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,587	Regular	1,587	534,022	532,435	0.30%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
265		Sum:	302,929		\$660,328	\$8,110,028	\$7,449,700	8.14%
267	OFFICE OF TOURISM	SALARIES	222,377	Regular	549,487	2,835,104	2,285,617	19.38%
		RELATED BENEFITS	134,113	Regular	303,634	1,769,140	1,465,506	17.16%
		OTHER COMPENSATION	11,751	Regular	27,814	305,505	277,691	9.10%
		TRAVEL & TRAINING	5,829	Regular	5,829	215,500	209,671	2.70%
		OPERATING SERVICES	67,807	Regular	68,693	4,897,244	4,828,551	1.40%
		SUPPLIES	10,907	Regular	11,590	111,195	99,605	10.42%
		PROFESSIONAL SERVICES	28,061	Regular	193,049	9,804,654	9,611,605	1.97%
		OTHER CHARGES	9,505	Regular	38,190	1,198,299	1,160,109	3.19%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	942,425	Regular	942,425	6,000,027	5,057,602	15.71%
		MAJOR REPAIRS	0		0	100,000	100,000	0.00%
		CAPITAL OUTLAY	0		0	74,194	74,194	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
267		Sum:	1,432,775		\$2,140,710	\$27,310,862	\$25,170,152	7.84%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
273	DOTD ADMINISTRATION	SALARIES	1,047,564	Regular	2,678,482	13,350,170	10,671,688	20.06%
		RELATED BENEFITS	507,250	Regular	1,400,625	8,368,725	6,968,100	16.74%
		OTHER COMPENSATION	9,123	Regular	22,239	210,877	188,638	10.55%
		TRAVEL & TRAINING	2,345	Regular	552	184,495	183,943	0.30%
		OPERATING SERVICES	14,257	Regular	18,196	1,023,860	1,005,664	1.78%
		SUPPLIES	11,471	Regular	11,810	444,821	433,011	2.66%
		PROFESSIONAL SERVICES	118,792	Regular	118,792	4,390,903	4,272,111	2.71%
		OTHER CHARGES	12,481	Regular	25,569	183,751	158,182	13.91%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	(79)		2,040	24,828,519	24,183,690	2.60%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
273		Sum:	1,723,203		\$4,278,305	\$52,986,121	\$48,065,027	9.29%
276	ENGINEERING AND OPERATIO	SALARIES	16,620,499	Regular	40,968,178	220,675,434	179,695,428	18.57%
		RELATED BENEFITS	8,322,683	Regular	21,994,563	141,276,785	119,282,150	15.57%
		OTHER COMPENSATION	65,273	Regular	188,278	746,607	558,329	25.22%
		TRAVEL & TRAINING	193,800	Regular	230,054	3,898,422	3,656,136	6.21%
		OPERATING SERVICES	889,153	Regular	1,347,480	18,256,059	16,896,959	7.44%
		SUPPLIES	2,002,218	Regular	2,341,439	35,846,720	33,436,109	6.72%
		PROFESSIONAL SERVICES	1,283,719	Regular	1,346,159	33,026,963	31,671,756	4.10%
		OTHER CHARGES	2,827,427	Regular	2,994,678	65,861,016	62,866,338	4.55%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,115,351	Regular	1,119,049	43,750,429	42,174,675	3.60%
		MAJOR REPAIRS	298,185	Regular	298,185	0	(298,185)	0.00%
		CAPITAL OUTLAY	1,330,629	Regular	1,728,535	36,776,886	35,050,582	4.69%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
276		Sum:	34,948,937		\$74,556,598	\$600,115,321	\$524,990,277	12.52%
300	JEFFERSON PARISH HUMAN SE	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	1,063,658	Regular	2,633,266	39,254,954	36,621,688	6.71%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	370,728	370,728	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
300		Sum:	1,063,658		\$2,633,266	\$39,625,682	\$36,992,416	6.65%
301	FLA PAR HUMAN SERVCS AUT	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	482	Regular	482	38,015	37,533	1.27%
		OPERATING SERVICES	28,640	Regular	27,578	802,150	255,540	3.52%
		SUPPLIES	523	Regular	523	110,455	78,956	0.47%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	1,351,227	Regular	3,138,928	21,088,183	16,932,865	14.88%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	97,856	Regular	385,059	544,403	159,344	70.73%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	33,387	33,387	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
301		Sum:	1,478,728		\$3,552,570	\$22,616,593	\$17,497,625	15.71%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
302	CAPITAL AREA HUMAN SRV DS	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	2,177,382	Regular	4,770,591	26,692,486	19,632,650	18.11%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	134,478	Regular	217,859	1,621,654	1,403,795	13.43%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
302		Sum:	2,311,860		\$4,988,451	\$28,314,140	\$21,036,444	17.84%
303	DEVELOPM'L DISABILITIES CN	SALARIES	43,748	Regular	91,097	536,749	445,652	16.97%
		RELATED BENEFITS	15,456	Regular	39,175	298,697	259,522	13.12%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	50,500	50,500	0.00%
		OPERATING SERVICES	4,369	Regular	13,277	91,985	68,852	14.43%
		SUPPLIES	0		0	8,500	8,500	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	56,360	Regular	56,360	1,150,000	332,950	4.90%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	6,661	Regular	8,968	44,911	31,397	30.09%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	3,000	3,000	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
303		Sum:	126,593		\$208,877	\$2,184,342	\$1,200,373	9.77%
304	METRO HUMAN SVCS DISTRICT	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	25,521,741	25,521,741	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	61,407	61,407	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
304		Sum:	0		\$0	\$25,583,148	\$25,583,148	0.00%
305	MEDICAL VENDOR ADMINISTRATION	SALARIES	3,734,767	Regular	9,039,446	52,491,825	43,452,379	17.22%
		RELATED BENEFITS	2,518,149	Regular	5,743,131	33,415,669	27,672,538	17.19%
		OTHER COMPENSATION	182,545	Regular	465,973	2,637,870	2,171,897	17.66%
		TRAVEL & TRAINING	0		(6)	17,521	17,527	-0.03%
		OPERATING SERVICES	359,673	Regular	829,718	4,301,289	1,643,669	19.29%
		SUPPLIES	1,927	Regular	2,158	263,125	255,618	0.82%
		PROFESSIONAL SERVICES	1,356,976	Regular	1,356,976	166,282,985	74,187,183	0.82%
		OTHER CHARGES	(35,302)		15,698	82,644,250	20,310,881	0.02%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	2,361,291	Regular	2,675,254	167,008,444	162,914,831	1.60%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
305		Sum:	10,480,026		\$20,128,348	\$509,062,978	\$332,626,522	3.95%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
306	DHH MEDICAL VENDOR PAYM	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	1,029,432,903	Regular	1,829,982,357	15,609,339,222	13,747,273,604	11.93%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	12,994,764	Regular	25,105,002	288,897,595	263,734,066	8.71%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
306		Sum:	1,042,427,666		\$1,855,087,359	\$15,898,236,817	\$14,011,007,670	11.87%
307	HEALTH & HOSP OFF OF SECR	SALARIES	2,472,601	Regular	6,083,257	30,493,372	24,410,115	19.95%
		RELATED BENEFITS	1,366,980	Regular	3,170,613	17,285,499	14,114,886	18.34%
		OTHER COMPENSATION	115,083	Regular	277,554	1,042,348	764,794	26.63%
		TRAVEL & TRAINING	269	Regular	269	83,300	83,031	0.32%
		OPERATING SERVICES	41,531	Regular	113,262	972,753	473,864	11.65%
		SUPPLIES	7,721	Regular	7,799	170,800	150,002	4.57%
		PROFESSIONAL SERVICES	1,807	Regular	1,807	2,288,231	1,980,055	0.08%
		OTHER CHARGES	451,235	Regular	562,575	15,766,664	8,373,492	3.58%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,536,709	Regular	1,537,041	21,452,356	19,638,532	7.30%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
307		Sum:	5,993,936		\$11,754,177	\$89,555,323	\$69,988,771	13.16%
309	S CNTL LA HUMAN SVCS AUTH	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	19	Regular	19	0	(19)	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	1,272	Regular	1,272	62,793	61,521	2.03%
		OPERATING SERVICES	68,519	Regular	107,140	1,212,368	440,735	9.36%
		SUPPLIES	7,929	Regular	7,831	567,904	514,433	1.38%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	1,256,368	Regular	2,800,016	20,254,856	16,153,923	13.83%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	391,623	Regular	391,623	608,284	160,267	73.65%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
309		Sum:	1,725,730		\$3,307,900	\$22,706,205	\$17,330,859	14.85%
310	NE DELTA HUMAN SVCS AUTH	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	931,711	Regular	2,026,061	14,757,752	11,207,381	13.73%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	70,922	Regular	231,595	411,872	180,277	56.23%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
310		Sum:	1,002,633		\$2,257,656	\$15,169,624	\$11,387,658	14.88%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
320	OFFICE OF AGING & ADULT SR	SALARIES	1,717,743	Regular	4,205,910	22,702,302	18,496,392	18.53%
		RELATED BENEFITS	1,028,606	Regular	2,347,581	14,731,103	12,383,522	15.94%
		OTHER COMPENSATION	90,215	Regular	238,178	1,220,279	982,101	19.52%
		TRAVEL & TRAINING	2,078	Regular	2,078	200,533	198,455	1.04%
		OPERATING SERVICES	100,335	Regular	144,399	3,036,364	2,261,082	4.76%
		SUPPLIES	123,361	Regular	123,362	2,693,177	2,307,284	4.67%
		PROFESSIONAL SERVICES	62,145	Regular	62,145	861,966	201,645	7.24%
		OTHER CHARGES	477,077	Regular	530,405	10,772,321	4,976,188	5.22%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	180,915	Regular	838,366	3,216,411	2,355,803	26.07%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	143,577	118,549	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
320		Sum:	3,782,475		\$8,492,424	\$59,578,033	\$44,281,021	14.31%
324	LA EMERGENCY RESPONSE NE	SALARIES	55,232	Regular	136,985	714,645	577,660	19.17%
		RELATED BENEFITS	28,684	Regular	68,408	354,196	285,788	19.31%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	1,489	Regular	1,521	40,000	38,479	3.80%
		OPERATING SERVICES	12,236	Regular	23,826	197,166	105,947	12.08%
		SUPPLIES	780	Regular	780	27,946	27,166	2.79%
		PROFESSIONAL SERVICES	21,693	Regular	21,693	337,847	4,800	6.42%
		OTHER CHARGES	2,700	Regular	2,700	40,000	26,000	6.75%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	51,001	Regular	51,001	137,529	86,192	37.33%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
324		Sum:	173,814		\$306,915	\$1,849,329	\$1,152,031	16.61%
325	ACADIANA AREA HUMAN SRV	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	2,131	Regular	5,135	176,100	170,965	2.92%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	944,146	Regular	2,208,259	17,669,921	10,396,985	13.44%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	383,826	Regular	383,826	552,217	168,391	69.51%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
325		Sum:	1,330,104		\$2,597,220	\$18,398,238	\$10,736,340	15.02%
326	OFFICE OF PUBLIC HEALTH	SALARIES	6,085,757	Regular	14,930,000	77,353,153	62,423,153	19.30%
		RELATED BENEFITS	3,649,667	Regular	7,768,746	49,237,043	41,468,297	15.78%
		OTHER COMPENSATION	367,956	Regular	1,028,389	7,792,731	6,764,342	13.20%
		TRAVEL & TRAINING	75,765	Regular	90,995	2,758,228	2,576,805	3.48%
		OPERATING SERVICES	823,501	Regular	1,085,818	13,752,790	7,043,769	8.07%
		SUPPLIES	467,611	Regular	474,484	15,025,827	7,843,084	3.41%
		PROFESSIONAL SERVICES	452,528	Regular	452,528	52,871,551	14,039,674	1.04%
		OTHER CHARGES	7,072,308	Regular	10,684,185	315,896,398	109,821,708	3.61%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,049,837	Regular	1,090,156	26,542,801	24,492,298	4.11%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	73,347	Regular	73,347	1,286,300	1,136,125	5.83%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
326		Sum:	20,118,277		\$37,678,648	\$562,516,822	\$277,609,255	6.85%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
330	OFFICE OF BEHAVIORAL HEALTH	SALARIES	7,007,593	Regular	17,274,069	90,610,738	73,336,669	19.06%
		RELATED BENEFITS	2,914,196	Regular	6,856,040	55,179,815	48,323,775	12.42%
		OTHER COMPENSATION	416,998	Regular	1,063,379	3,645,862	2,582,483	29.17%
		TRAVEL & TRAINING	6,763	Regular	8,576	205,420	196,048	4.56%
		OPERATING SERVICES	1,199,401	Regular	1,354,228	11,839,927	8,472,091	12.04%
		SUPPLIES	848,588	Regular	1,088,475	8,349,590	6,820,305	13.43%
		PROFESSIONAL SERVICES	86,383	Regular	110,357	8,563,479	7,197,126	1.29%
		OTHER CHARGES	615,477	Regular	932,887	36,534,996	23,949,805	2.55%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	914,721	Regular	10,402,037	59,914,470	49,417,575	17.52%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
330		Sum:	14,010,120		\$39,090,049	\$274,844,297	\$220,295,877	14.30%
340	OFF FOR CITIZENS DEV DISAB	SALARIES	5,925,336	Regular	14,669,930	78,193,415	63,523,485	18.76%
		RELATED BENEFITS	3,945,597	Regular	7,597,352	48,360,860	40,763,508	15.71%
		OTHER COMPENSATION	81,594	Regular	236,750	1,496,633	1,259,883	15.82%
		TRAVEL & TRAINING	613	Regular	613	205,916	205,303	0.30%
		OPERATING SERVICES	370,409	Regular	378,225	7,468,527	5,596,441	5.11%
		SUPPLIES	632,048	Regular	634,443	7,416,020	5,731,647	9.63%
		PROFESSIONAL SERVICES	37,756	Regular	37,756	6,717,037	5,262,804	0.56%
		OTHER CHARGES	1,575,294	Regular	1,615,710	23,716,227	16,592,710	7.04%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	843,014	Regular	843,121	15,507,920	14,660,599	5.44%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
340		Sum:	13,411,661		\$26,013,900	\$189,082,555	\$153,596,380	13.83%
360	OFFICE FOR CHILDREN/FAMILI	SALARIES	12,653,254	Regular	31,082,680	166,148,495	135,065,815	18.71%
		RELATED BENEFITS	8,904,293	Regular	18,180,018	114,814,433	96,634,415	15.83%
		OTHER COMPENSATION	894,520	Regular	2,420,946	9,737,481	7,316,535	24.86%
		TRAVEL & TRAINING	(8,381)		(3,979)	2,147,735	2,144,497	0.15%
		OPERATING SERVICES	1,468,325	Regular	3,217,600	25,779,550	12,566,386	12.67%
		SUPPLIES	62,338	Regular	55,871	2,174,197	1,931,338	3.73%
		PROFESSIONAL SERVICES	212,430	Regular	212,430	9,738,856	3,363,277	3.65%
		OTHER CHARGES	11,949,855	Regular	20,679,561	234,668,689	176,891,809	9.04%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,602,548	Regular	7,702,931	200,353,982	177,111,746	3.84%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
360		Sum:	37,739,181		\$83,548,060	\$765,563,418	\$613,025,817	11.01%
375	IMPERIAL CALCASIEU HUM SV	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		43	0	(43)	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	748,215	Regular	1,524,935	11,708,190	6,864,228	13.02%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	72,580	Regular	166,496	248,437	81,941	67.02%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
375		Sum:	820,795		\$1,691,473	\$11,956,627	\$6,946,127	14.15%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
376	CENTRAL LA HUMAN SERVICE	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	676,754	Regular	1,447,539	15,240,537	9,814,937	9.50%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	47,932	Regular	47,932	217,927	169,995	21.99%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
376		Sum:	724,686		\$1,495,471	\$15,458,464	\$9,984,932	9.67%
377	NORTHWEST LA HUMAN SVCS	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	722,280	Regular	1,614,368	14,681,020	12,021,747	11.03%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	86,947	Regular	86,947	339,956	165,858	51.21%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
377		Sum:	809,227		\$1,701,315	\$15,020,976	\$12,187,605	11.93%
400	CORRECTIONS-ADMINISTRAT	SALARIES	1,097,473	Regular	2,694,459	14,247,022	11,552,563	18.91%
		RELATED BENEFITS	2,549,643	Regular	5,285,582	30,612,106	25,326,524	17.27%
		OTHER COMPENSATION	173,022	Regular	428,405	1,197,920	769,515	35.76%
		TRAVEL & TRAINING	722	Regular	779	226,937	226,158	0.34%
		OPERATING SERVICES	44,598	Regular	71,339	1,657,686	1,586,239	4.31%
		SUPPLIES	48,923	Regular	48,923	784,695	735,772	6.23%
		PROFESSIONAL SERVICES	64,868	Regular	66,967	1,518,434	1,429,260	5.87%
		OTHER CHARGES	2,440,785	Regular	2,540,547	33,045,633	30,496,076	7.72%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	869,764	Regular	2,279,404	10,788,319	8,017,442	25.68%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	8,072,973	8,072,973	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
400		Sum:	7,289,798		\$13,416,404	\$102,151,725	\$88,212,522	13.65%
402	LA STATE PENITENTIARY	SALARIES	5,220,536	Regular	13,036,873	69,466,839	56,429,966	18.77%
		RELATED BENEFITS	2,514,698	Regular	5,965,039	37,693,812	31,728,773	15.82%
		OTHER COMPENSATION	135,223	Regular	334,423	145,695	(188,728)	229.54%
		TRAVEL & TRAINING	3,047	Regular	3,047	12,657	9,610	24.08%
		OPERATING SERVICES	436,783	Regular	636,570	5,681,343	5,044,773	11.20%
		SUPPLIES	1,841,395	Regular	2,359,806	15,808,293	13,412,979	15.15%
		PROFESSIONAL SERVICES	178,419	Regular	180,094	3,857,199	3,677,105	4.67%
		OTHER CHARGES	5,948	Regular	1,421	0	(1,421)	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	10,545,828	Regular	10,556,978	11,697,286	1,140,308	90.25%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	170,100	170,100	0.00%
		AUXILIARY PROGRAM	44,853	Regular	78,357	10,140,871	10,062,514	0.77%
		UNALLOTTED	0		0	0	0	0.00%
402		Sum:	20,926,732		\$33,152,609	\$154,674,095	\$121,485,978	21.46%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
403	OFFICE OF JUVENILE JUSTICE	SALARIES	3,004,087	Regular	7,843,639	44,674,508	36,829,257	17.56%
		RELATED BENEFITS	1,783,570	Regular	3,786,190	27,954,636	24,167,934	13.55%
		OTHER COMPENSATION	43,058	Regular	109,732	1,067,518	957,786	10.28%
		TRAVEL & TRAINING	7,139	Regular	7,139	154,823	146,942	5.09%
		OPERATING SERVICES	320,491	Regular	488,237	3,358,378	2,892,278	13.88%
		SUPPLIES	139,745	Regular	145,532	2,707,739	2,560,395	5.44%
		PROFESSIONAL SERVICES	12,635	Regular	29,635	384,262	354,627	7.71%
		OTHER CHARGES	953,476	Regular	1,364,296	47,950,729	46,452,795	3.12%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	36,352	Regular	36,352	17,889,152	17,727,191	0.91%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	(1,000)		(1,000)	703,213	704,213	-0.14%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
403		Sum:	6,299,553		\$13,809,751	\$146,844,958	\$132,793,417	9.57%
405	RAYMOND LABORDE CORREC	SALARIES	1,302,690	Regular	3,251,480	16,528,004	13,276,524	19.67%
		RELATED BENEFITS	676,205	Regular	1,601,470	8,813,604	7,212,134	18.17%
		OTHER COMPENSATION	19,634	Regular	40,250	38,391	(1,859)	104.84%
		TRAVEL & TRAINING	0		0	14,004	14,004	0.00%
		OPERATING SERVICES	105,475	Regular	105,902	1,481,773	1,375,672	7.16%
		SUPPLIES	247,393	Regular	332,586	2,535,704	2,195,742	13.41%
		PROFESSIONAL SERVICES	13,548	Regular	14,207	435,565	421,358	3.26%
		OTHER CHARGES	(222)		(242)	0	242	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	900,262	Regular	914,780	1,612,405	659,708	59.09%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	105,991	Regular	126,493	1,646,725	1,519,271	7.74%
		UNALLOTTED	0		0	0	0	0.00%
405		Sum:	3,370,976		\$6,386,924	\$33,106,175	\$26,672,797	19.43%
406	LA CORRECTIONAL INST WOM	SALARIES	1,148,303	Regular	2,778,022	13,673,830	10,895,808	20.32%
		RELATED BENEFITS	545,566	Regular	1,277,024	7,251,594	5,974,570	17.61%
		OTHER COMPENSATION	42,457	Regular	92,451	108,445	15,994	85.25%
		TRAVEL & TRAINING	0		0	6,128	6,128	0.00%
		OPERATING SERVICES	43,208	Regular	44,159	553,120	508,961	7.98%
		SUPPLIES	69,466	Regular	71,540	1,235,959	1,164,419	5.79%
		PROFESSIONAL SERVICES	1,770	Regular	1,770	300,579	298,809	0.59%
		OTHER CHARGES	(332)		(648)	0	648	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,369,531	Regular	1,369,531	1,875,890	506,359	73.01%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	55,103	Regular	55,103	1,228,887	1,173,784	4.48%
		UNALLOTTED	0		0	0	0	0.00%
406		Sum:	3,275,073		\$5,688,952	\$26,234,432	\$20,545,480	21.69%
407	WINN CORRECTIONAL CENTE	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	21,275	Regular	21,275	288,970	267,695	7.36%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	159,884	Regular	159,884	295,451	135,567	54.12%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
407		Sum:	181,159		\$181,159	\$584,421	\$403,262	31.00%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
408	ALLEN CORRECTIONAL CENT	SALARIES	611,439	Regular	1,537,251	6,827,961	5,290,710	22.51%
		RELATED BENEFITS	274,163	Regular	649,115	3,453,822	2,804,707	18.79%
		OTHER COMPENSATION	13,498	Regular	33,745	0	(33,745)	0.00%
		TRAVEL & TRAINING	0		0	18,854	18,854	0.00%
		OPERATING SERVICES	54,088	Regular	55,338	1,326,000	1,269,084	4.29%
		SUPPLIES	94,919	Regular	174,071	1,689,225	1,510,413	10.59%
		PROFESSIONAL SERVICES	5,091	Regular	5,091	154,000	148,909	3.31%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	298,667	Regular	305,295	1,315,098	1,009,803	23.21%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	95,830	Regular	95,830	819,024	704,897	13.93%
		UNALLOTTED	0		0	0	0	0.00%
408		Sum:	1,447,696		\$2,855,736	\$15,603,984	\$12,723,631	18.46%
409	DIXON CORRECTIONAL INSTI	SALARIES	1,872,619	Regular	4,609,043	22,933,907	18,324,864	20.10%
		RELATED BENEFITS	955,442	Regular	2,250,564	12,480,271	10,229,707	18.03%
		OTHER COMPENSATION	70,108	Regular	178,547	225	(178,322)	79,354.26%
		TRAVEL & TRAINING	0		0	1,777	1,777	0.00%
		OPERATING SERVICES	107,698	Regular	114,493	1,251,735	1,133,949	9.41%
		SUPPLIES	305,252	Regular	386,020	3,211,747	2,824,463	12.06%
		PROFESSIONAL SERVICES	250,585	Regular	250,585	3,032,000	2,780,881	8.28%
		OTHER CHARGES	(1,172)		(1,973)	0	1,973	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,595,573	Regular	1,615,066	2,756,160	1,086,554	60.58%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	136,474	136,474	0.00%
		AUXILIARY PROGRAM	97,477	Regular	123,427	1,587,191	1,459,533	8.04%
		UNALLOTTED	0		0	0	0	0.00%
409		Sum:	5,253,582		\$9,525,773	\$47,391,487	\$37,801,853	20.23%
413	ELAYN HUNT CORRECTIONAL	SALARIES	2,392,164	Regular	5,971,088	31,020,314	25,049,226	19.25%
		RELATED BENEFITS	1,042,774	Regular	2,465,089	16,947,128	14,482,039	14.55%
		OTHER COMPENSATION	20,004	Regular	48,036	136,834	88,798	35.11%
		TRAVEL & TRAINING	(709)		(709)	3,772	4,481	-18.78%
		OPERATING SERVICES	71,159	Regular	146,394	2,612,566	2,384,523	8.73%
		SUPPLIES	694,746	Regular	1,063,921	8,552,687	7,488,766	12.44%
		PROFESSIONAL SERVICES	0		0	381,761	362,961	4.92%
		OTHER CHARGES	(134)		(847)	0	847	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	3,992,902	Regular	3,993,669	5,153,759	1,160,090	77.49%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	166,808	Regular	174,526	1,612,484	1,437,379	10.86%
		UNALLOTTED	0		0	0	0	0.00%
413		Sum:	8,379,714		\$13,861,166	\$66,421,305	\$52,459,110	21.02%
414	DAVID WADE CORRECTIONAL	SALARIES	1,380,964	Regular	3,307,426	15,528,217	12,220,791	21.30%
		RELATED BENEFITS	624,354	Regular	1,483,130	7,948,931	6,465,801	18.66%
		OTHER COMPENSATION	26,197	Regular	59,174	34,719	(24,455)	170.44%
		TRAVEL & TRAINING	640	Regular	640	9,018	8,378	7.10%
		OPERATING SERVICES	15,187	Regular	16,709	751,263	672,350	10.50%
		SUPPLIES	97,572	Regular	113,625	2,369,247	2,251,117	4.99%
		PROFESSIONAL SERVICES	23,309	Regular	23,309	203,238	177,113	12.85%
		OTHER CHARGES	(1,085)		(2,316)	0	2,316	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,401,219	Regular	1,416,479	1,836,477	419,895	77.14%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	11,472	Regular	20,084	1,357,852	1,306,812	3.76%
		UNALLOTTED	0		0	0	0	0.00%
414		Sum:	3,579,831		\$6,438,259	\$30,038,962	\$23,500,119	21.77%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
415	ADULT PROBATION AND PAROLE	SALARIES	3,758,737	Regular	9,437,223	42,801,496	33,364,272	22.05%
		RELATED BENEFITS	1,826,379	Regular	4,311,347	23,405,179	19,093,831	18.42%
		OTHER COMPENSATION	85,256	Regular	200,236	85,918	(114,318)	233.05%
		TRAVEL & TRAINING	24,040	Regular	27,603	162,110	130,895	19.26%
		OPERATING SERVICES	429,569	Regular	827,910	3,133,548	2,081,560	33.57%
		SUPPLIES	160,899	Regular	160,899	2,450,113	2,289,883	6.54%
		PROFESSIONAL SERVICES	28,376	Regular	28,376	1,292,526	1,264,150	2.20%
		OTHER CHARGES	(85)		(452)	300,000	300,452	-0.15%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	2,516,834	Regular	2,516,834	3,868,477	1,351,643	65.06%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
415		Sum:	8,830,006		\$17,509,974	\$77,499,367	\$59,762,368	22.89%
416	RAYBURN CORRECTIONAL CENTER	SALARIES	1,223,848	Regular	3,109,448	14,460,619	11,351,171	21.50%
		RELATED BENEFITS	567,906	Regular	1,356,691	7,677,780	6,321,089	17.67%
		OTHER COMPENSATION	10,757	Regular	28,735	32,297	3,562	88.97%
		TRAVEL & TRAINING	323	Regular	323	13,124	12,801	2.46%
		OPERATING SERVICES	59,429	Regular	65,385	1,010,249	944,864	6.47%
		SUPPLIES	271,615	Regular	390,618	1,680,444	1,281,124	23.76%
		PROFESSIONAL SERVICES	8,334	Regular	8,334	101,970	92,248	9.53%
		OTHER CHARGES	(603)		(661)	0	661	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,211,644	Regular	1,222,790	1,708,408	460,820	73.03%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	60,930	60,930	0.00%
		AUXILIARY PROGRAM	8,459	Regular	13,176	1,293,981	1,177,658	8.99%
		UNALLOTTED	0		0	0	0	0.00%
416		Sum:	3,361,713		\$6,194,839	\$28,039,802	\$21,706,927	22.59%
418	PUB SAFETY OFF OF MGMT & CORRECTIONS	SALARIES	491,900	Regular	1,217,392	7,477,260	6,259,868	16.28%
		RELATED BENEFITS	353,398	Regular	711,369	5,050,280	4,338,911	14.09%
		OTHER COMPENSATION	34,332	Regular	85,195	730,074	644,879	11.67%
		TRAVEL & TRAINING	1,816	Regular	1,816	74,534	72,718	2.44%
		OPERATING SERVICES	95,695	Regular	99,967	2,790,270	2,690,303	3.58%
		SUPPLIES	45,693	Regular	86,889	473,958	387,069	18.33%
		PROFESSIONAL SERVICES	19,500	Regular	19,500	172,100	152,600	11.33%
		OTHER CHARGES	14,092	Regular	5,834	3,176,413	3,170,644	0.18%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	104,081	Regular	148,905	11,433,473	11,284,568	1.30%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
418		Sum:	1,160,507		\$2,376,867	\$31,378,362	\$29,001,560	7.57%
419	OFFICE OF STATE POLICE	SALARIES	10,780,322	Regular	26,939,383	154,034,603	127,095,220	17.49%
		RELATED BENEFITS	6,846,699	Regular	15,012,903	75,261,655	60,248,752	19.95%
		OTHER COMPENSATION	543,742	Regular	1,338,164	5,813,520	4,475,356	23.02%
		TRAVEL & TRAINING	15,606	Regular	39,817	1,254,536	1,212,124	3.38%
		OPERATING SERVICES	959,340	Regular	1,150,036	8,315,092	7,086,292	14.78%
		SUPPLIES	1,073,769	Regular	1,162,708	11,060,916	9,885,430	10.63%
		PROFESSIONAL SERVICES	179,846	Regular	183,094	629,758	446,484	29.10%
		OTHER CHARGES	1,067,665	Regular	1,304,956	34,024,453	32,657,580	4.02%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	4,915,682	Regular	5,134,945	42,756,582	37,621,637	12.01%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
419		Sum:	26,382,670		\$52,266,006	\$333,151,115	\$280,728,874	15.74%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
420	OFFICE OF MOTOR VEHICLES	SALARIES	1,687,751	Regular	4,163,904	28,264,047	24,100,143	14.73%
		RELATED BENEFITS	1,185,673	Regular	2,395,352	19,078,064	16,682,712	12.56%
		OTHER COMPENSATION	36,764	Regular	67,387	851,030	783,643	7.92%
		TRAVEL & TRAINING	1,092	Regular	1,092	82,136	80,869	1.54%
		OPERATING SERVICES	1,218,088	Regular	1,333,038	5,033,716	3,646,278	27.56%
		SUPPLIES	57,176	Regular	58,298	2,853,143	2,794,845	2.04%
		PROFESSIONAL SERVICES	50	Regular	50	142,286	142,236	0.04%
		OTHER CHARGES	45,177	Regular	46,290	5,884,601	5,838,311	0.79%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,278,852	Regular	1,278,852	14,461,624	13,153,040	9.05%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
420		Sum:	5,510,622		\$9,344,263	\$76,650,647	\$67,222,077	12.30%
422	OFFICE OF STATE FIRE MARSHAL	SALARIES	882,739	Regular	2,216,268	10,849,539	8,633,271	20.43%
		RELATED BENEFITS	485,692	Regular	1,101,972	6,558,405	5,456,433	16.80%
		OTHER COMPENSATION	40,135	Regular	96,328	312,576	216,248	30.82%
		TRAVEL & TRAINING	3,614	Regular	3,681	197,000	193,319	1.87%
		OPERATING SERVICES	49,121	Regular	90,576	1,151,202	1,040,136	9.65%
		SUPPLIES	23,440	Regular	23,844	432,417	408,573	5.51%
		PROFESSIONAL SERVICES	3,347	Regular	3,347	7,219	3,872	46.36%
		OTHER CHARGES	(410,648)		(410,001)	3,320,629	3,730,630	-12.35%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	709,244	Regular	709,244	3,410,186	2,700,942	20.80%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
422		Sum:	1,786,683		\$3,835,257	\$26,239,173	\$22,383,426	14.69%
423	LOUISIANA GAMING CONTROL BOARD	SALARIES	12,104	Regular	30,260	224,203	193,943	13.50%
		RELATED BENEFITS	8,724	Regular	18,660	146,765	128,105	12.71%
		OTHER COMPENSATION	22,711	Regular	59,737	281,484	221,747	21.22%
		TRAVEL & TRAINING	795	Regular	795	29,389	28,594	2.71%
		OPERATING SERVICES	1,160	Regular	1,501	44,692	43,191	3.36%
		SUPPLIES	213	Regular	297	31,389	31,092	0.95%
		PROFESSIONAL SERVICES	0		0	66,717	66,717	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	52,235	Regular	52,235	103,990	51,755	50.23%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
423		Sum:	97,942		\$163,484	\$928,629	\$765,145	17.60%
424	LIQUEFIED PETROLEUM GAS COMPANY	SALARIES	52,869	Regular	131,041	717,008	585,967	18.28%
		RELATED BENEFITS	30,007	Regular	69,186	373,726	304,540	18.51%
		OTHER COMPENSATION	0		375	81,339	80,964	0.46%
		TRAVEL & TRAINING	0		0	35,000	34,747	0.72%
		OPERATING SERVICES	1,237	Regular	1,268	24,556	23,288	5.17%
		SUPPLIES	322	Regular	322	6,300	5,978	5.11%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	73,412	73,412	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	17,212	Regular	17,212	230,838	208,269	9.78%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
424		Sum:	101,647		\$219,405	\$1,542,179	\$1,317,164	14.59%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
425	LA. HIGHWAY SAFETY COMM	SALARIES	72,462	Regular	179,434	1,008,063	828,629	17.80%
		RELATED BENEFITS	46,124	Regular	100,548	603,445	502,897	16.66%
		OTHER COMPENSATION	1,634	Regular	4,031	40,000	35,969	10.08%
		TRAVEL & TRAINING	0		0	104,361	104,361	0.00%
		OPERATING SERVICES	10,058	Regular	10,058	49,359	39,301	20.38%
		SUPPLIES	0		0	69,468	69,468	0.00%
		PROFESSIONAL SERVICES	102,536	Regular	102,536	4,177,050	4,074,514	2.45%
		OTHER CHARGES	388,282	Regular	388,698	15,901,974	15,513,276	2.44%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	42,039	Regular	42,039	1,707,213	1,665,174	2.46%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
425		Sum:	663,136		\$827,344	\$23,660,933	\$22,833,589	3.50%
431	NATURAL RESRCS - OFF OF SE	SALARIES	189,788	Regular	482,416	2,813,807	2,331,391	17.14%
		RELATED BENEFITS	152,792	Regular	343,885	2,155,910	1,812,025	15.95%
		OTHER COMPENSATION	3,152	Regular	6,559	29,640	23,081	22.13%
		TRAVEL & TRAINING	275	Regular	275	50,882	50,607	0.54%
		OPERATING SERVICES	1,855	Regular	3,007	10,962,349	10,764,412	1.81%
		SUPPLIES	1,363	Regular	1,489	84,509	83,020	1.76%
		PROFESSIONAL SERVICES	0		0	106,977	106,977	0.00%
		OTHER CHARGES	5,000	Regular	5,000	1,503,363	1,498,363	0.33%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	290,541	Regular	292,015	3,231,291	2,939,276	9.04%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	401,114	Regular	401,114	50,000	(351,114)	802.23%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
431		Sum:	1,045,878		\$1,535,760	\$20,988,728	\$19,258,038	8.25%
432	OFFICE OF CONSERVATION	SALARIES	802,683	Regular	1,994,891	10,787,228	8,792,337	18.49%
		RELATED BENEFITS	451,870	Regular	1,079,394	6,657,598	5,578,204	16.21%
		OTHER COMPENSATION	5,578	Regular	11,999	150,751	138,752	7.96%
		TRAVEL & TRAINING	33	Regular	33	184,535	184,503	0.02%
		OPERATING SERVICES	16,044	Regular	19,619	539,140	516,998	4.11%
		SUPPLIES	11,626	Regular	11,626	347,819	336,193	3.34%
		PROFESSIONAL SERVICES	0		0	120,861	120,861	0.00%
		OTHER CHARGES	0		0	280,417	280,417	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	145,010	Regular	145,010	4,707,566	4,545,862	3.43%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	25,689	Regular	25,689	65,128	39,439	39.44%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
432		Sum:	1,458,532		\$3,288,260	\$23,841,043	\$20,533,565	13.87%
434	OFFICE OF MINERAL RESOURC	SALARIES	258,663	Regular	658,518	3,871,480	3,212,962	17.01%
		RELATED BENEFITS	177,651	Regular	415,379	2,669,050	2,253,671	15.56%
		OTHER COMPENSATION	1,535	Regular	3,537	51,939	48,402	6.81%
		TRAVEL & TRAINING	447	Regular	447	100,193	99,746	0.45%
		OPERATING SERVICES	6,930	Regular	7,175	227,095	219,920	3.16%
		SUPPLIES	1,086	Regular	1,086	17,119	16,033	6.34%
		PROFESSIONAL SERVICES	0		0	191,559	191,559	0.00%
		OTHER CHARGES	0		0	23,000	23,000	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	54,322	Regular	54,322	2,044,534	1,990,212	2.66%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	17,050	17,050	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
434		Sum:	500,634		\$1,140,464	\$9,213,019	\$8,072,555	12.38%

Agy Agency Name Expenditure Category			02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
435	OFFICE OF COASTAL MANAGE	SALARIES	233,256	Regular	593,592	3,228,451	2,634,859	18.39%
		RELATED BENEFITS	131,302	Regular	305,939	1,834,822	1,528,883	16.67%
		OTHER COMPENSATION	972	Regular	1,836	32,614	30,778	5.63%
		TRAVEL & TRAINING	4	Regular	4	40,000	39,996	0.01%
		OPERATING SERVICES	3,246	Regular	5,245	86,399	80,269	7.09%
		SUPPLIES	1,423	Regular	1,423	74,291	72,868	1.92%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	502,165	502,165	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	68,738	Regular	68,738	5,817,625	5,748,887	1.18%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
435		Sum:	438,942		\$976,777	\$11,616,367	\$10,638,705	8.42%
440	OFFICE OF REVENUE	SALARIES	2,941,824	Regular	7,306,252	39,880,228	32,573,976	18.32%
		RELATED BENEFITS	1,960,828	Regular	4,113,800	26,874,750	22,760,950	15.31%
		OTHER COMPENSATION	132,813	Regular	306,939	1,718,388	1,411,449	17.86%
		TRAVEL & TRAINING	(1,027)		1,866	997,318	994,713	0.26%
		OPERATING SERVICES	196,345	Regular	229,603	6,134,415	5,888,182	4.01%
		SUPPLIES	12,823	Regular	13,300	387,211	373,911	3.43%
		PROFESSIONAL SERVICES	105,733	Regular	105,733	1,745,949	1,640,216	6.06%
		OTHER CHARGES	61,902	Regular	91,458	992,843	900,667	9.28%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	848,605	Regular	1,583,569	36,311,871	33,224,327	8.50%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	30,037	Regular	30,037	686,113	656,076	4.38%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
440		Sum:	6,289,884		\$13,782,555	\$115,729,086	\$100,424,469	13.22%
451	LOCAL HOUSING ST ADULT OF	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	11,055,179	Regular	11,055,179	157,113,651	146,058,472	7.04%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	12,486	12,486	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
451		Sum:	11,055,179		\$11,055,179	\$157,126,137	\$146,070,958	7.04%
452	LOCAL HOUSING ST JUVENILE	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	180,340	Regular	180,340	1,515,114	1,333,771	11.97%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	1,646	1,646	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
452		Sum:	180,340		\$180,340	\$1,516,760	\$1,335,417	11.96%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
474	WORKFORCE SUPPORT & TRA	SALARIES	3,342,808	Regular	8,005,506	48,242,732	40,237,226	16.59%
		RELATED BENEFITS	3,147,507	Regular	5,337,138	34,384,689	29,047,551	15.52%
		OTHER COMPENSATION	172,693	Regular	377,895	2,791,339	2,413,444	13.54%
		TRAVEL & TRAINING	9,850	Regular	9,850	940,165	930,315	1.05%
		OPERATING SERVICES	561,792	Regular	933,563	11,172,289	10,098,448	9.61%
		SUPPLIES	31,855	Regular	31,855	881,734	849,879	3.61%
		PROFESSIONAL SERVICES	1,136,876	Regular	1,252,752	4,265,410	3,012,658	29.37%
		OTHER CHARGES	14,311,313	Regular	26,910,765	169,104,185	141,924,008	16.07%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	555,588	Regular	556,017	15,437,301	14,881,284	3.60%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	261	Regular	261	0	(261)	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
474		Sum:	23,270,542		\$43,415,602	\$287,219,844	\$243,394,553	15.26%
511	WILDLIFE & FISHERIES MGMT	SALARIES	188,152	Regular	472,050	2,636,454	2,164,404	17.90%
		RELATED BENEFITS	142,259	Regular	320,905	2,084,185	1,763,280	15.40%
		OTHER COMPENSATION	8,882	Regular	12,701	38,376	25,675	33.10%
		TRAVEL & TRAINING	0		0	15,155	15,155	0.00%
		OPERATING SERVICES	106,568	Regular	197,860	1,532,426	1,318,597	13.95%
		SUPPLIES	1,877	Regular	1,877	96,147	94,270	1.95%
		PROFESSIONAL SERVICES	74	Regular	119	7,767	7,648	1.53%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	114,786	Regular	130,132	4,815,602	4,685,470	2.70%
		MAJOR REPAIRS	0		0	7,500	7,500	0.00%
		CAPITAL OUTLAY	0		0	5,400	5,400	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
511		Sum:	562,599		\$1,135,642	\$11,239,012	\$10,087,400	10.25%
512	WILDLIFE& FISHERIES OFF OF	SALARIES	1,482,860	Regular	3,714,388	19,417,270	15,702,882	19.13%
		RELATED BENEFITS	1,002,378	Regular	2,334,269	14,109,229	11,774,960	16.54%
		OTHER COMPENSATION	18,736	Regular	41,646	171,418	129,772	24.30%
		TRAVEL & TRAINING	5,503	Regular	9,845	183,003	173,158	5.38%
		OPERATING SERVICES	111,990	Regular	145,675	1,100,779	954,027	13.33%
		SUPPLIES	102,269	Regular	103,505	1,616,931	1,513,188	6.42%
		PROFESSIONAL SERVICES	0		0	68,328	68,328	0.00%
		OTHER CHARGES	0		0	51,465	51,465	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,208,208	Regular	1,325,251	2,293,586	968,335	57.78%
		MAJOR REPAIRS	4,399	Regular	4,399	133,812	129,413	3.29%
		CAPITAL OUTLAY	0		0	1,397,003	1,397,003	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
512		Sum:	3,936,344		\$7,678,977	\$40,542,824	\$32,862,532	18.94%
513	OFFICE OF WILDLIFE	SALARIES	944,169	Regular	2,373,156	13,117,765	10,744,609	18.09%
		RELATED BENEFITS	660,246	Regular	1,525,020	9,486,315	7,961,295	16.08%
		OTHER COMPENSATION	84,235	Regular	217,751	1,190,249	972,498	18.29%
		TRAVEL & TRAINING	3,961	Regular	4,939	178,804	173,865	2.76%
		OPERATING SERVICES	121,336	Regular	150,141	2,416,763	2,258,797	6.54%
		SUPPLIES	134,598	Regular	142,873	3,095,807	2,952,934	4.62%
		PROFESSIONAL SERVICES	16,580	Regular	16,580	2,073,959	2,057,379	0.80%
		OTHER CHARGES	249,286	Regular	264,546	9,917,024	9,652,478	2.67%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,037,426	Regular	1,136,211	3,001,310	1,865,099	37.86%
		MAJOR REPAIRS	7,010	Regular	7,010	5,707,423	5,700,413	0.12%
		CAPITAL OUTLAY	45,994	Regular	45,994	5,072,100	4,978,252	1.85%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
513		Sum:	3,304,841		\$5,884,221	\$55,257,519	\$49,317,618	10.75%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
514	OFFICE OF FISHERIES	SALARIES	977,219	Regular	2,428,296	13,669,961	11,241,665	17.76%
		RELATED BENEFITS	651,155	Regular	1,495,564	9,999,953	8,504,389	14.96%
		OTHER COMPENSATION	22,730	Regular	56,267	1,093,958	1,037,691	5.14%
		TRAVEL & TRAINING	145	Regular	366	134,912	134,546	0.27%
		OPERATING SERVICES	110,954	Regular	145,542	4,660,735	4,501,391	3.42%
		SUPPLIES	104,885	Regular	100,969	4,631,361	4,530,392	2.18%
		PROFESSIONAL SERVICES	56,862	Regular	57,197	1,096,943	1,039,746	5.21%
		OTHER CHARGES	1,813	Regular	1,813	13,341,492	13,339,679	0.01%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	641,016	Regular	645,024	869,853	224,753	74.16%
		MAJOR REPAIRS	3,946	Regular	14,946	1,063,475	1,048,529	1.41%
		CAPITAL OUTLAY	23,477	Regular	108,241	1,919,451	1,811,210	5.64%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
514		Sum:	2,594,201		\$5,054,224	\$52,482,094	\$47,413,992	9.66%
560	STATE CIVIL SERVICE	SALARIES	537,944	Regular	1,311,797	7,359,503	6,047,706	17.82%
		RELATED BENEFITS	275,686	Regular	700,236	4,388,714	3,688,478	15.96%
		OTHER COMPENSATION	2,687	Regular	6,637	93,509	86,872	7.10%
		TRAVEL & TRAINING	608	Regular	1,615	40,737	39,122	3.96%
		OPERATING SERVICES	70,323	Regular	122,573	469,458	345,924	26.31%
		SUPPLIES	598	Regular	598	18,990	18,392	3.15%
		PROFESSIONAL SERVICES	0		0	30,000	30,000	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	138,157	Regular	187,879	919,552	611,980	33.45%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	624	Regular	624	27,274	26,650	2.29%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
560		Sum:	1,026,626		\$2,331,959	\$13,347,737	\$10,895,123	18.37%
561	MUNIC FIRE POLICE CIVIL SER	SALARIES	99,728	Regular	247,103	1,354,204	1,107,101	18.25%
		RELATED BENEFITS	52,232	Regular	131,883	802,599	670,716	16.43%
		OTHER COMPENSATION	288	Regular	288	0	(288)	0.00%
		TRAVEL & TRAINING	159	Regular	756	20,183	19,427	3.75%
		OPERATING SERVICES	11,816	Regular	23,531	203,299	179,132	11.89%
		SUPPLIES	1,015	Regular	1,015	22,534	21,519	4.51%
		PROFESSIONAL SERVICES	0		0	15,000	15,000	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	10,117	Regular	30,120	110,985	80,865	27.14%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	2,325	2,325	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
561		Sum:	175,354		\$434,697	\$2,531,129	\$2,095,796	17.20%
562	ETHICS ADMINISTRATION	SALARIES	179,641	Regular	444,273	2,313,745	1,869,472	19.20%
		RELATED BENEFITS	95,064	Regular	229,656	1,327,627	1,097,971	17.30%
		OTHER COMPENSATION	2,576	Regular	4,025	52,278	48,253	7.70%
		TRAVEL & TRAINING	1,143	Regular	2,109	34,778	32,669	6.06%
		OPERATING SERVICES	14,553	Regular	26,700	229,851	203,151	11.62%
		SUPPLIES	1,279	Regular	1,279	19,286	18,007	6.63%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	199	Regular	199	21,000	20,801	0.95%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	34,954	Regular	79,788	700,911	618,723	11.73%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
562		Sum:	329,409		\$788,028	\$4,699,476	\$3,909,048	16.82%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
563	STATE POLICE COMMISSION	SALARIES	17,949	Regular	44,635	235,562	190,927	18.95%
		RELATED BENEFITS	7,035	Regular	16,255	101,902	85,647	15.95%
		OTHER COMPENSATION	0		300	6,300	6,000	4.76%
		TRAVEL & TRAINING	113	Regular	268	9,000	8,732	2.98%
		OPERATING SERVICES	1,737	Regular	1,737	12,900	11,163	13.47%
		SUPPLIES	0		0	7,000	7,000	0.00%
		PROFESSIONAL SERVICES	0		0	149,075	149,075	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	6,876	Regular	36,488	156,809	118,369	24.51%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
563		Sum:	33,711		\$99,683	\$678,548	\$576,913	14.98%
565	BOARD OF TAX APPEALS	SALARIES	46,902	Regular	117,256	623,257	506,001	18.81%
		RELATED BENEFITS	24,816	Regular	61,695	396,910	335,215	15.54%
		OTHER COMPENSATION	11,263	Regular	27,928	174,514	146,586	16.00%
		TRAVEL & TRAINING	1,369	Regular	4,461	41,864	37,403	10.66%
		OPERATING SERVICES	385	Regular	457	50,971	48,721	0.90%
		SUPPLIES	265	Regular	493	16,877	16,384	2.92%
		PROFESSIONAL SERVICES	0		0	75,000	75,000	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	14,253	Regular	20,008	193,811	173,803	10.32%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
565		Sum:	99,253		\$232,298	\$1,573,204	\$1,339,114	14.77%
600	LSU BOARD OF SUPERVISORS	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	998,223,816	998,223,816	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
600		Sum:	0		\$0	\$998,223,816	\$998,223,816	0.00%
610	LA HEALTH CARE SERVICES D	SALARIES	0		0	15,190,122	15,190,122	0.00%
		RELATED BENEFITS	0		0	24,893,663	24,893,663	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	12,291	12,291	0.00%
		OPERATING SERVICES	0		0	4,481,685	4,481,685	0.00%
		SUPPLIES	0		0	4,457,651	4,457,651	0.00%
		PROFESSIONAL SERVICES	0		0	1,833,086	1,833,086	0.00%
		OTHER CHARGES	0		0	11,439,740	11,439,740	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	791,087	791,087	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	380,459	380,459	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
610		Sum:	0		\$0	\$63,479,784	\$63,479,784	0.00%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
615	SOUTHERN UNIV-BD OF SUPER	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	155,459,017	155,459,017	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
615		Sum:	0		\$0	\$155,459,017	\$155,459,017	0.00%
620	BD OF SUPRS-UNIV OF LA SYST	SALARIES	187,859	Regular	482,151	2,011,000	1,528,849	23.98%
		RELATED BENEFITS	60,937	Regular	160,313	785,100	624,787	20.42%
		OTHER COMPENSATION	210	Regular	210	500	290	42.00%
		TRAVEL & TRAINING	207	Regular	207	55,000	54,793	0.38%
		OPERATING SERVICES	36,255	Regular	62,045	228,000	157,720	30.82%
		SUPPLIES	83	Regular	997	15,500	14,407	7.05%
		PROFESSIONAL SERVICES	0		53,812	315,867	258,353	18.21%
		OTHER CHARGES	0		0	854,655,069	854,655,069	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,383	Regular	8,721	380,000	180,182	52.58%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	25,000	24,743	1.03%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
620		Sum:	286,934		\$768,457	\$858,471,036	\$857,499,193	0.11%
649	BD OF SUPRS-COMM & TECH C	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	292,364,677	292,364,677	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
649		Sum:	0		\$0	\$292,364,677	\$292,364,677	0.00%
653	LA SCH FOR DEAF & VISUALLY	SALARIES	384,782	Regular	1,589,021	13,174,207	11,585,186	12.06%
		RELATED BENEFITS	408,292	Regular	893,608	7,543,601	6,649,993	11.85%
		OTHER COMPENSATION	35,166	Regular	61,046	462,631	401,585	13.20%
		TRAVEL & TRAINING	116	Regular	116	165,592	165,297	0.18%
		OPERATING SERVICES	172,234	Regular	172,266	1,756,619	1,584,353	9.81%
		SUPPLIES	181,575	Regular	200,796	945,113	744,317	21.25%
		PROFESSIONAL SERVICES	2,019	Regular	2,019	366,371	364,352	0.55%
		OTHER CHARGES	500	Regular	500	1,347,369	1,346,869	0.04%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	939,111	939,111	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	2,500	2,500	0.00%
		UNALLOTTED	0		0	0	0	0.00%
653		Sum:	1,184,684		\$2,919,373	\$26,703,114	\$23,783,562	10.93%

Agy Agency Name Expenditure Category			02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
657	JDL LA SCH MATH SCIENCE &	SALARIES	379,146	Regular	575,063	4,970,694	4,395,631	11.57%
		RELATED BENEFITS	169,418	Regular	367,167	2,235,610	1,868,443	16.42%
		OTHER COMPENSATION	174	Regular	1,336	89,000	87,664	1.50%
		TRAVEL & TRAINING	0		569	7,600	7,031	7.49%
		OPERATING SERVICES	32,648	Regular	36,896	380,956	344,060	9.69%
		SUPPLIES	4,587	Regular	4,866	571,800	566,934	0.85%
		PROFESSIONAL SERVICES	(5,000)		0	39,090	39,090	0.00%
		OTHER CHARGES	19,460	Regular	28,168	787,505	759,337	3.58%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	29,893	Regular	196,085	441,873	245,788	44.38%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
657		Sum:	630,325		\$1,210,151	\$9,524,128	\$8,313,977	12.71%
658	THRIVE ACADEMY	SALARIES	171,408	Regular	421,919	2,337,716	1,915,797	18.05%
		RELATED BENEFITS	71,348	Regular	160,034	957,657	797,623	16.71%
		OTHER COMPENSATION	52,290	Regular	68,273	982,676	914,403	6.95%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	171,985	Regular	496,530	2,139,815	1,478,249	30.92%
		SUPPLIES	47,740	Regular	39,984	371,297	329,513	11.25%
		PROFESSIONAL SERVICES	0		0	130,555	130,555	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	27,830	Regular	67,349	136,861	62,342	54.45%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
658		Sum:	542,602		\$1,254,089	\$7,056,577	\$5,628,482	20.24%
662	LA EDUCATIONAL TV AUTHOR	SALARIES	293,246	Regular	721,787	4,191,849	3,470,062	17.22%
		RELATED BENEFITS	173,694	Regular	399,696	2,504,412	2,104,716	15.96%
		OTHER COMPENSATION	0		485	8,888	8,404	5.45%
		TRAVEL & TRAINING	0		0	1,207	1,207	0.00%
		OPERATING SERVICES	131,028	Regular	288,544	1,635,202	1,346,658	17.65%
		SUPPLIES	3,651	Regular	8,135	65,517	57,382	12.42%
		PROFESSIONAL SERVICES	0		0	43,375	43,375	0.00%
		OTHER CHARGES	0		0	616,703	616,703	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	9,348	Regular	238,005	367,464	129,459	64.77%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
662		Sum:	610,967		\$1,656,651	\$9,434,617	\$7,777,966	17.56%
666	BR ELEMENTARY & SECONDA	SALARIES	59,360	Regular	156,374	840,782	684,408	18.60%
		RELATED BENEFITS	26,726	Regular	61,416	414,784	353,368	14.81%
		OTHER COMPENSATION	3,746	Regular	8,697	71,310	62,613	12.20%
		TRAVEL & TRAINING	0		283	56,307	56,024	0.50%
		OPERATING SERVICES	449	Regular	7,678	48,140	40,462	15.95%
		SUPPLIES	448	Regular	559	9,500	8,941	5.89%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	11,563,802	11,563,802	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	7,429	Regular	20,900	11,812,701	11,785,242	0.23%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
666		Sum:	98,159		\$255,907	\$24,817,326	\$24,554,860	1.06%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
671	BOARD OF REGENTS	SALARIES	1,109,179	Regular	2,822,447	0	(2,822,447)	0.00%
		RELATED BENEFITS	462,276	Regular	1,099,636	0	(1,099,636)	0.00%
		OTHER COMPENSATION	26,685	Regular	66,144	0	(66,144)	0.00%
		TRAVEL & TRAINING	6,545	Regular	6,545	0	(6,545)	0.00%
		OPERATING SERVICES	2,068	Regular	1,271	0	(1,271)	0.00%
		SUPPLIES	197	Regular	197	0	(197)	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	859,316	Regular	1,031,936	483,926,591	482,894,655	0.21%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
671		Sum:	2,466,265		\$5,028,175	\$483,926,591	\$478,898,416	1.04%
673	N.O. CENTER FOR CREATIVE A	SALARIES	373,435	Regular	863,250	4,543,496	3,680,246	19.00%
		RELATED BENEFITS	141,065	Regular	326,244	1,879,784	1,553,540	17.36%
		OTHER COMPENSATION	4,919	Regular	8,282	38,000	29,718	21.79%
		TRAVEL & TRAINING	125	Regular	125	8,547	8,422	1.46%
		OPERATING SERVICES	82,093	Regular	125,509	1,068,991	927,815	13.21%
		SUPPLIES	4,167	Regular	4,771	139,127	134,356	3.43%
		PROFESSIONAL SERVICES	433	Regular	867	108,965	108,098	0.80%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	263,205	Regular	263,819	642,770	378,951	41.04%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	363	Regular	726	66,069	65,343	1.10%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
673		Sum:	869,805		\$1,593,592	\$8,495,749	\$6,886,490	18.94%
678	DOE STATE ACTIVITIES	SALARIES	2,255,323	Regular	5,656,108	30,965,110	25,309,002	18.27%
		RELATED BENEFITS	1,427,066	Regular	3,031,575	18,173,660	15,142,085	16.68%
		OTHER COMPENSATION	293,923	Regular	737,428	5,248,133	4,510,705	14.05%
		TRAVEL & TRAINING	13,187	Regular	15,036	3,077,624	3,060,044	0.57%
		OPERATING SERVICES	12,381	Regular	13,281	7,269,663	7,255,932	0.19%
		SUPPLIES	22	Regular	22	1,442,719	1,442,697	0.00%
		PROFESSIONAL SERVICES	29,105	Regular	29,105	49,476,473	49,447,368	0.06%
		OTHER CHARGES	32	Regular	32	14,501,544	14,501,512	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	712,651	Regular	1,218,052	40,983,458	39,636,812	3.29%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
678		Sum:	4,743,689		\$10,700,639	\$171,138,384	\$160,306,157	6.33%
681	SUBGRANTEE ASSISTANCE	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	51,137,915	Regular	63,156,578	1,668,743,110	1,605,586,532	3.78%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	656,719	Regular	656,719	12,225,688	11,568,969	5.37%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
681		Sum:	51,794,634		\$63,813,297	\$1,680,968,798	\$1,617,155,501	3.80%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
682	RECOVERY SCHOOL DISTRICT	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	43,699	Regular	93,547	456,475	362,928	20.49%
		OTHER COMPENSATION	76,992	Regular	190,894	977,140	786,246	19.54%
		TRAVEL & TRAINING	0		0	55,534	55,534	0.00%
		OPERATING SERVICES	0		0	784,794	784,794	0.00%
		SUPPLIES	0		0	7,200	7,200	0.00%
		PROFESSIONAL SERVICES	1,054,011	Regular	1,054,161	34,711,532	33,657,371	3.04%
		OTHER CHARGES	2,269,108	Regular	2,269,108	15,591,599	13,322,491	14.55%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	16,724	Regular	16,724	647,917	631,193	2.58%
		MAJOR REPAIRS	3,530,678	Regular	3,530,678	100,976,327	97,445,649	3.50%
		CAPITAL OUTLAY	0		0	5,400,000	5,400,000	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
682		Sum:	6,991,211		\$7,155,111	\$159,608,518	\$152,453,407	4.48%
695	MINIMUM FOUNDATION PROG	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	321,557,202	Regular	657,001,822	3,895,695,015	3,238,693,193	16.86%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
695		Sum:	321,557,202		\$657,001,822	\$3,895,695,015	\$3,238,693,193	16.86%
697	NON-PUBLIC EDUCATIONAL A	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	20,694,779	20,694,779	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
697		Sum:	0		\$0	\$20,694,779	\$20,694,779	0.00%
699	SPECIAL SCHOOL DISTRICTS	SALARIES	312,148	Regular	854,968	4,921,682	4,066,714	17.37%
		RELATED BENEFITS	260,994	Regular	447,468	3,696,699	3,249,231	12.10%
		OTHER COMPENSATION	19,532	Regular	46,604	45,158	(1,446)	103.20%
		TRAVEL & TRAINING	402	Regular	402	118,019	117,617	0.34%
		OPERATING SERVICES	188	Regular	188	64,352	64,164	0.29%
		SUPPLIES	0		0	49,637	49,637	0.00%
		PROFESSIONAL SERVICES	0		0	208,430	208,430	0.00%
		OTHER CHARGES	0		0	2,743	2,743	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	(3,150)		(2,627)	651,560	654,187	-0.40%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
699		Sum:	590,114		\$1,347,003	\$9,758,280	\$8,411,277	13.80%

Agy Agency Name		Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
856	OFF OF ENVIRONMENTAL QUALITY	SALARIES	3,471,492	Regular	8,547,865	45,845,167	37,297,302	18.65%
		RELATED BENEFITS	1,698,639	Regular	4,303,737	26,204,370	21,900,633	16.42%
		OTHER COMPENSATION	36,643	Regular	95,891	211,043	115,152	45.44%
		TRAVEL & TRAINING	7,863	Regular	8,374	376,443	368,069	2.22%
		OPERATING SERVICES	103,449	Regular	259,102	2,628,472	2,308,816	12.16%
		SUPPLIES	36,481	Regular	38,325	927,354	889,029	4.13%
		PROFESSIONAL SERVICES	213,239	Regular	213,239	4,200,810	3,987,571	5.08%
		OTHER CHARGES	1,614,772	Regular	2,305,196	44,110,662	41,805,466	5.23%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,324,015	Regular	1,343,372	18,127,301	15,748,781	13.12%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	1,307,351	1,278,362	2.22%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
856		Sum:	8,506,593		\$17,115,101	\$143,938,973	\$125,699,180	12.67%
901	SALES TAX DEDICATIONS	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	10,899	Regular	10,899	53,562,845	53,551,946	0.02%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
901		Sum:	10,899		\$10,899	\$53,562,845	\$53,551,946	0.02%
903	PARISH TRANSPORTATION	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	46,400,000	46,400,000	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
903		Sum:	0		\$0	\$46,400,000	\$46,400,000	0.00%
905	INTERIM EMERGENCY BOARD	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	1,500	1,500	0.00%
		OTHER COMPENSATION	0		0	2,000	2,000	0.00%
		TRAVEL & TRAINING	0		0	1,000	1,000	0.00%
		OPERATING SERVICES	0		0	1,600	1,600	0.00%
		SUPPLIES	0		0	400	400	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	29,211	29,211	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	1,097	1,097	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
905		Sum:	0		\$0	\$36,808	\$36,808	0.00%

Agy Agency Name		Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
906	DISTRICT ATTORNEYS & ASSIS	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	2,508,965	Regular	5,999,452	33,336,421	27,336,969	18.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	661,915	Regular	661,915	747,360	85,445	88.57%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
906		Sum:	3,170,880		\$6,661,367	\$34,083,781	\$27,422,414	19.54%
923	CORRECTIONS DEBT SERVICE	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		690,331	5,114,767	4,424,436	13.50%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
923		Sum:	0		\$690,331	\$5,114,767	\$4,424,436	13.50%
924	VIDEO DRAW POKER-LOC GOV	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	16,400,490	16,400,490	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
924		Sum:	0		\$0	\$16,400,490	\$16,400,490	0.00%
925	UNCLAIMED PROP LEV FD DEF	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	15,000,000	15,000,000	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
925		Sum:	0		\$0	\$15,000,000	\$15,000,000	0.00%

Agy Agency Name		Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
928	SUPPLEMENTAL DEPUTY SHEL	OTHER CHARGES	4,026,339	Regular	7,955,900	53,716,000	45,760,100	14.81%
928		Sum:	4,026,339		\$7,955,900	\$53,716,000	\$45,760,100	14.81%
930	HIGHER ED-DEBT SVC & MAIN	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	45,349,361	45,349,361	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
930		Sum:	0		\$0	\$45,349,361	\$45,349,361	0.00%
931	ECON DEV-DEBT SVC & COMM	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	251,408	Regular	251,408	104,297,582	103,816,175	0.46%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
931		Sum:	251,408		\$251,408	\$104,297,582	\$103,816,175	0.46%
932	TWO PERCENT FIRE INSURANC	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	18,340,000	18,340,000	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
932		Sum:	0		\$0	\$18,340,000	\$18,340,000	0.00%
933	GOVER CONF & INTERSTATE C	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		183,900	458,028	274,128	40.15%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%

Agy	Agency Name	Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
933		Sum:	0		\$183,900	\$458,028	\$274,128	40.15%
939	PREPAID WIRELESS TELE 911 S	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	2,088	Regular	127,088	14,125,000	13,997,912	0.90%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
939		Sum:	2,088		\$127,088	\$14,125,000	\$13,997,912	0.90%
940	PH & MUN-EMERGENCY MEDIC	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	150,000	150,000	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
940		Sum:	0		\$0	\$150,000	\$150,000	0.00%
941	AGRICULTURE & FORESTRY F	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	847	Regular	861	0	(861)	0.00%
		OTHER COMPENSATION	11,070	Regular	11,245	0	(11,245)	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	669,800	Regular	1,846,365	34,053,148	32,206,783	5.42%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
941		Sum:	681,717		\$1,858,471	\$34,053,148	\$32,194,677	5.46%
945	MISCELLANEOUS STATE AID	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	20,062,033	Regular	20,062,033	336,239,841	316,177,808	5.97%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%

Agy Agency Name		Expenditure Category	02 Accounting Period	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
945		Sum:	20,062,033		\$20,062,033	\$336,239,841	\$316,177,808	5.97%
966	SUP PYMTS TO LAW ENFORMN	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	(4)		0	0	0	0.00%
		OTHER COMPENSATION	(50)		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	11,744,508	Regular	11,729,115	70,536,083	58,806,968	16.63%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
966		Sum:	11,744,454		\$11,729,115	\$70,536,083	\$58,806,968	16.63%
977	DOA DEBT SERVICE AND MAIN	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	320,158	Regular	390,700	23,879,042	23,397,920	2.01%
		DEBT SERVICES	7,955,726	Regular	28,379,850	97,295,449	68,915,599	29.17%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
977		Sum:	8,275,884		\$28,770,550	\$121,174,491	\$92,313,519	23.82%
					\$3,753,772,060	\$34,981,034,590	\$30,237,586,589	
		Sum:	2,072,331,684					

NOTE: Higher Education and Louisiana Stadium & Exposition District expenditures are not reflected in this report as those entities' expenditures are maintained and managed outside the state's accounting system.

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

September 10, 2020

The Honorable Mack A. "Bodi" White, Jr., Senator
Chairman, Joint Legislative Committee on the Budget
Post Office Box 44294
Baton Rouge, Louisiana 70804

Re: Deficit Avoidance Plan
(Section 21 of Act No. 1 of the 2020 1st Extraordinary Session of the Legislature)

Dear Chairman White:

As required by Act No. 1 of the 2020 1st Extraordinary Session of the Legislature, I am reporting to you that we have made no changes to the Deficit Avoidance Plan that was presented to the Joint Legislative Committee on the Budget on August 14, 2020. However, per the request of other members, we are providing the committee with other potential \$100 million deficit avoidance plans for your review.

As I have indicated before, we are still monitoring the Fiscal Year 2019-2020 actuals and any changes made by the Revenue Estimating Conference to the current year Fiscal Year 2020-2021 forecast. Should any of these events occur that necessitates JLCB to declare a deficit, I will be ready to act.

Very truly yours,


Jay Dardenne
Commissioner of Administration

JD:jTM:kh

Attachment

**\$100M SGF Reduction
For Illustrative Purposes Only
Fiscal Year 2020-2021**

	DEPARTMENT	STATE GENERAL FUND	EXCLUDED AMOUNT	REDUCTION AMOUNT	% SGF REDUCTION
01A_EXEC	Executive Department	151,414,301	-	(3,151,998)	(2.08%)
01_100	Executive Office	7,942,548	-	(165,340)	(2.08%)
01_101	Office of Indian Affairs	-	-	-	-
01_102	Office of the State Inspector General	2,272,105	-	(47,299)	(2.08%)
01_103	Mental Health Advocacy Service	4,781,664	-	(99,540)	(2.08%)
01_106	Louisiana Tax Commission	2,328,466	-	(48,472)	(2.08%)
01_107	Division of Administration	51,191,190	-	(1,065,649)	(2.08%)
01_109	Coastal Protection and Restoration Authority	-	-	-	-
01_111	Office of Homeland Security & Emergency Prep	3,225,628	-	(67,148)	(2.08%)
01_112	Department of Military Affairs	37,349,026	-	(777,496)	(2.08%)
01_116	Louisiana Public Defender Board	8,329,995	-	(173,406)	(2.08%)
01_124	Louisiana Stadium and Exposition District	-	-	-	-
01_129	Louisiana Commission on Law Enforcement	3,730,560	-	(77,659)	(2.08%)
01_133	Office of Elderly Affairs	30,263,119	-	(629,989)	(2.08%)
01_254	Louisiana State Racing Commission	-	-	-	-
01_255	Office of Financial Institutions	-	-	-	-
03A_VETS	Department of Veterans Affairs	12,109,919	-	(252,093)	(2.08%)
04_139	Secretary of State	55,034,468	52,018,500	(62,784)	(0.11%)
04_141	Office of the Attorney General	16,169,624	-	(336,604)	(2.08%)
04_146	Lieutenant Governor	1,102,663	-	(22,954)	(2.08%)
04_147	State Treasurer	-	-	-	-
04_158	Public Service Commission	-	-	-	-
04_160	Agriculture and Forestry	18,432,561	-	(383,711)	(2.08%)
04_165	Commissioner of Insurance	-	-	-	-
05A_LED	Department of Economic Development	34,355,579	-	(715,181)	(2.08%)
06A_CRT	Department of Culture Recreation and Tourism	33,252,305	-	(692,215)	(2.08%)
07A_DOTD	Department of Transportation and Development	8,367,500	-	(174,187)	(2.08%)
08A_CORR	Corrections Services	309,949,695	-	(6,452,238)	(2.08%)
08B_PSAF	Public Safety Services	2,100,000	-	(43,716)	(2.08%)
08C_YSER	Youth Services	89,885,384	-	(1,871,148)	(2.08%)
09A_LDH	Louisiana Department of Health	2,362,832,462	-	(49,187,188)	(2.08%)
10A_DCFS	Department of Children and Family Services	211,525,892	-	(4,403,344)	(2.08%)
11A_DNR	Department of Natural Resources	8,050,003	-	(167,577)	(2.08%)
12A_LDR	Department of Revenue	-	-	-	-
13A_DEQ	Department of Environmental Quality	-	-	-	-
14A_LWC	Louisiana Workforce Commission	10,645,933	-	(221,617)	(2.08%)
16A_WLF	Department of Wildlife and Fisheries	-	-	-	-
17A_CSER	Department of Civil Service	5,825,958	-	(121,280)	(2.08%)
17_560	State Civil Service	-	-	-	-
17_561	Municipal Fire and Police Civil Service	-	-	-	-
17_562	Ethics Administration	4,523,978	-	(94,176)	(2.08%)
17_563	State Police Commission	643,548	-	(13,397)	(2.08%)
17_565	Bureau of Tax Appeals	658,432	-	(13,707)	(2.08%)
18A_RET	Retirement Systems	-	-	-	-
19A_HIED	Higher Education	968,474,133	-	(20,160,768)	(2.08%)
19B_OTED	Special Schools and Commissions	47,720,367	-	(993,398)	(2.08%)
19B_653	Louisiana School for the Deaf / Visually Impaired	23,333,140	-	(485,727)	(2.08%)
19B_657	Louisiana School for Math, Science and the Arts	5,664,920	-	(117,927)	(2.08%)
19B_658	Thrive Academy	4,996,851	-	(104,020)	(2.08%)
19B_662	Louisiana Educational TV Authority	6,477,427	-	(134,841)	(2.08%)
19B_666	Board of Elementary & Secondary Education	1,076,990	-	(22,420)	(2.08%)
19B_673	New Orleans Center for the Creative Arts	6,171,039	-	(128,463)	(2.08%)
19D_LDOE	Department of Education	3,725,737,125	3,575,175,415	(3,134,250)	(0.08%)
19E_HCSD	LSU Health Care Services Division	24,766,943	-	(515,575)	(2.08%)
20A_OREQ	Other Requirements	398,132,921	278,235,678	(2,495,901)	(0.63%)
21A_ANCIL	Ancillary Appropriations	-	-	-	-
22A_NON	Non-Appropriated Requirements	523,576,086	523,576,086	-	-
23A_JUDI	Judicial Expense	152,056,972	-	(3,165,377)	(2.08%)
24A_LEGI	Legislative Expense	61,242,871	-	(1,274,896)	(2.08%)
25A-SPEC	Special Acts	-	-	-	-
26A_CAPI	Capital Outlay	-	-	-	-
Total Expenditures & Request		9,232,761,665	4,429,005,679	(100,000,000)	

(1) For purposes of this illustrative exercise the MFP has been excluded. However, as indicated in Article VII, Section 10(F)(2)(a) and R.S. 39:75(C), there are provisions in place to allow for up to a maximum 1% reduction to the MFP excluding the instructional activities with a 2/3 vote of the legislature.

(2) Due to the provisions of Article VII, Section 10(D)(3), State Supplemental Pay to Local Law Enforcement is excluded from this illustrative exercise. There are provisions in law that allow for the governor and legislature to reduce this appropriation provided that 2/3 of the legislature consent in writing.

(3) For purposes of this illustrative exercise, the Elections function within the Secretary of State has been excluded as statewide elections have to be annually funded. Debt Service, 20-XXX Funds, and Non-Appropriated Requirements have also been excluded.

**1.5% SGF Reduction
For Illustrative Purposes Only
Fiscal Year 2020-2021**

	DEPARTMENT	STATE GENERAL FUND	EXCLUDED AMOUNT	REDUCTION AMOUNT	% SGF REDUCTION
01A_EXEC	Executive Department	151,414,301	-	(2,271,214)	(1.50%)
01_100	Executive Office	7,942,548	-	(119,138)	(1.50%)
01_101	Office of Indian Affairs	-	-	-	-
01_102	Office of the State Inspector General	2,272,105	-	(34,082)	(1.50%)
01_103	Mental Health Advocacy Service	4,781,664	-	(71,725)	(1.50%)
01_106	Louisiana Tax Commission	2,328,466	-	(34,927)	(1.50%)
01_107	Division of Administration	51,191,190	-	(767,868)	(1.50%)
01_109	Coastal Protection and Restoration Authority	-	-	-	-
01_111	Office of Homeland Security & Emergency Prep	3,225,628	-	(48,384)	(1.50%)
01_112	Department of Military Affairs	37,349,026	-	(560,235)	(1.50%)
01_116	Louisiana Public Defender Board	8,329,995	-	(124,950)	(1.50%)
01_124	Louisiana Stadium and Exposition District	-	-	-	-
01_129	Louisiana Commission on Law Enforcement	3,730,560	-	(55,958)	(1.50%)
01_133	Office of Elderly Affairs	30,263,119	-	(453,947)	(1.50%)
01_254	Louisiana State Racing Commission	-	-	-	-
01_255	Office of Financial Institutions	-	-	-	-
03A_VETS	Department of Veterans Affairs	12,109,919	-	(181,649)	(1.50%)
04_139	Secretary of State	55,034,468	52,018,500	(45,240)	(0.08%)
04_141	Office of the Attorney General	16,169,624	-	(242,544)	(1.50%)
04_146	Lieutenant Governor	1,102,663	-	(16,540)	(1.50%)
04_147	State Treasurer	-	-	-	-
04_158	Public Service Commission	-	-	-	-
04_160	Agriculture and Forestry	18,432,561	-	(276,488)	(1.50%)
04_165	Commissioner of Insurance	-	-	-	-
05A_LED	Department of Economic Development	34,355,579	-	(515,334)	(1.50%)
06A_CRT	Department of Culture Recreation and Tourism	33,252,305	-	(498,784)	(1.50%)
07A_DOTD	Department of Transportation and Development	8,367,500	-	(125,513)	(1.50%)
08A_CORR	Corrections Services	309,949,695	-	(4,649,244)	(1.50%)
08B_PSAF	Public Safety Services	2,100,000	-	(31,500)	(1.50%)
08C_YSER	Youth Services	89,885,384	-	(1,348,281)	(1.50%)
09A_LDH	Louisiana Department of Health	2,362,832,462	-	(35,442,487)	(1.50%)
10A_DCFS	Department of Children and Family Services	211,525,892	-	(3,172,888)	(1.50%)
11A_DNR	Department of Natural Resources	8,050,003	-	(120,750)	(1.50%)
12A_LDR	Department of Revenue	-	-	-	-
13A_DEQ	Department of Environmental Quality	-	-	-	-
14A_LWC	Louisiana Workforce Commission	10,645,933	-	(159,689)	(1.50%)
16A_WLF	Department of Wildlife and Fisheries	-	-	-	-
17A_CSER	Department of Civil Service	5,825,958	-	(87,389)	(1.50%)
17_560	State Civil Service	-	-	-	-
17_561	Municipal Fire and Police Civil Service	-	-	-	-
17_562	Ethics Administration	4,523,978	-	(67,860)	(1.50%)
17_563	State Police Commission	643,548	-	(9,653)	(1.50%)
17_565	Bureau of Tax Appeals	658,432	-	(9,876)	(1.50%)
18A_RETM	Retirement Systems	-	-	-	-
19A_HIED	Higher Education	968,474,133	-	(14,527,112)	(1.50%)
19B_OTED	Special Schools and Commissions	47,720,367	-	(715,806)	(1.50%)
19B_653	Louisiana School for the Deaf / Visually Impaired	23,333,140	-	(349,997)	(1.50%)
19B_657	Louisiana School for Math, Science and the Arts	5,664,920	-	(84,974)	(1.50%)
19B_658	Thrive Academy	4,996,851	-	(74,953)	(1.50%)
19B_662	Louisiana Educational TV Authority	6,477,427	-	(97,161)	(1.50%)
19B_666	Board of Elementary & Secondary Education	1,076,990	-	(16,155)	(1.50%)
19B_673	New Orleans Center for the Creative Arts	6,171,039	-	(92,566)	(1.50%)
19D_LDOE	Department of Education	3,725,737,125	3,575,175,415	(2,258,426)	(0.06%)
19E_HCSD	LSU Health Care Services Division	24,766,943	-	(371,504)	(1.50%)
20A_OREQ	Other Requirements	398,132,921	278,235,678	(1,798,458)	(0.45%)
21A_ANCIL	Ancillary Appropriations	-	-	-	-
22A_NON	Non-Appropriated Requirements	523,576,086	523,576,086	-	-
23A_JUDI	Judicial Expense	152,056,972	-	(2,280,855)	(1.50%)
24A_LEGI	Legislative Expense	61,242,871	-	(918,643)	(1.50%)
25A-SPEC	Special Acts	-	-	-	-
26A_CAPI	Capital Outlay	-	-	-	-
Total Expenditures & Request		9,232,761,665	4,429,005,679	(72,056,338)	

(1) For purposes of this illustrative exercise the MFP has been excluded. However, as indicated in Article VII, Section 10(F)(2)(a) and R.S. 39:75(C), there are provisions in place to allow for up to a maximum 1% reduction to the MFP excluding the instructional activities with a 2/3 vote of the legislature.

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(3) For purposes of this illustrative exercise, the Elections function within the Secretary of State has been excluded as statewide elections have to be annually funded. Debt Service, 20-XXX Funds, and Non-Appropriated Requirements have also been excluded.